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Current Topics.

WE PRINT elsewhere the regulations made by the Secretary of State relative to the allowances payable to prosecutors and witnesses in criminal prosecutions, which we receive too late for comment this week. The rules, we believe, are the result of the report of a committee which sat on the subject. They came into force on Monday last.

THE NEW Land Transfer Rules, which, according to the original draft were to have come into operation on the 1st of last October, have now been reissued in their final form and were to come into operation on the 1st inst. The rules are dated the 18th ult., and have only come to hand shortly before we go to press, so that the Land Registry Office have not given much opportunity to solicitors and others for familiarizing themselves beforehand with the changes of practice. Attention, however, is called to the most important of them in an explanatory memorandum which is issued with the rules. The chief alteration concerns registration with an absolute title. It is well known that it has long been the desire of the Land Registry Office to increase the number of absolute titles on the register, but there has been hitherto no inducement to land proprietors to incur the expense incident to the process. This objection is now sought to be met by the new Fee Order issued with the rules, which makes concessions both in the cost and in the mode of payment of the fees on registration with an absolute title. It is now provided that the fees are to include the fees of conveyancing counsel and any costs or expenses incurred by the registry. Thus the applicant for registration is saved some part of the expense which has hitherto fallen upon him. But more important is the change under which only a portion of the fees are necessarily payable on the application for registration, and the remainder may, unless the registrar in his discretion determines the contrary, be deferred. The fees thus left unpaid will be noted on the register as deferred, and so long as any part is outstanding, the fees for registration of transfers for value and charges are to be

increased by one-half, the amount of such increase being applied in reduction of the deferred fee. These provisions are limited to counties where registration is compulsory on sale.

THE MODE of payment of the fees is a matter of finance with which the Treasury is more particularly concerned, but it will be noted with some surprise that the Lord Chancellor has adhered to the other portion of the Land Registry scheme for the spread of absolute titles. The fundamental idea of absolute title depends on the assumption that the title is one in which no defect which is at all material can be found, and under the earlier Registration Acts the examination of title and the inquiries which were deemed necessary made an absolute title a practical impossibility. Reasonable modifications were made in these inquiries even before the Land Transfer Act, 1897, and the establishment of the insurance fund under that Act has made an occasional slip with regard to a title a matter of less moment than formerly. But now the precautions which have protected both purchasers of land and the insurance fund are to be thrown away, and any title which has been accepted on a sale becomes eligible for conversion into an absolute title after six years' registration of a possessory title. This is the effect of the second clause of rule 36 (b), which provides that where land has been registered with a possessory or qualified title for six years prior to the date of the application for registration with an absolute title, the first proprietor having been a purchaser on sale, the examination of title may be modified in such manner as the registrar may think fit. Upon this the memorandum observes as follows: "The exact nature of the concessions to be made is left to the registrar's discretion, and will, no doubt, vary according to the circumstances of each case, but as a general rule, it would seem probable that the discretion given will be exercised in the way of avoiding inquiries of a kind which would involve the applicant in expense and trouble," &c. This, of course, is just what was to be expected, but we did not quite expect that the Land Registry Office would so readily shew their intentions. The expense of inquiries is to be avoided, and any titles which purchasers have accepted—at auction, it may be, and under stringent conditions—are to become absolute after six years' possession. We hope that, before six years are over, the Treasury and the public will be prepared for very extensive calls upon the insurance fund.

OTHER CHANGES introduced by the new Land Transfer Rules include the registration of a new kind of leasehold title to be known as a "good leasehold title." Thus the registration of leasehold land may be with an absolute title, with a good leasehold title, or with a possessory title (rule 52). An absolute title guarantees the title of the lessor to grant the lease as well as the title to the lease itself. The registration of a good leasehold title will not touch the right to grant the lease, and it does not prevent the enforcement of rights adverse to the title of the lessor. But otherwise the effect is the same as in the case of registration with an absolute title. Where a lease is brought for registration by the original lessee, he will of course be entitled, without more, to registration of this nature, and in cases where there has been no right to inquire into the lessor's title, this is the only title that can be secured. But frequently, in the case of the long leases which are suitable for registration, the lessor's title is required by the lessee, and it is thus possible to secure more than a "good leasehold title." Provision is also made by the rules for facilitating the registration of purchasers of parts of an estate which is being sold in plots, and for enabling the vendor to deliver land certificates to them without any trouble or expense on their part. This system, which is prescribed by rule 157, is intended as a substitute for the free conveyances which are frequently offered upon the sale of building estates. The previous Land Transfer Rules, it should be noticed, are rescinded, so that the present issue forms a complete code of practice at the Land Registry Office.

A REMARKABLE decision was given this week by Mr. PLOWDEN at the Marylebone police-court—a decision of very great

importance to guardians of the poor and to the public in general. The defendant was brought up on a warrant, charged under section 4 of the Vagrancy Act, 1824, with "running away and leaving his children chargeable" to the union. It was proved that in February, 1899, he was charged with this offence and sentenced to the maximum penalty of three months' imprisonment. After serving his sentence, he neglected to resume the custody of his family, and left them in the work-house. In November, 1900, he was again charged, and sent to prison for one month. He still refused to have anything to do with his family, or to support them. In January, 1903, a warrant was issued for his arrest upon the same charge, but he could not be found, and the warrant has only recently been executed. On these facts the magistrate has discharged the defendant, on the ground that his offence of running away and leaving his children chargeable was one offence, for which he had been punished in 1899; that he had only run away once, and that offence had been purged. It is very doubtful whether this view of the law is correct. The reasonable view to take is that his offence was a continuing one. The essence of the offence is the leaving of the family chargeable, and this he certainly continued to do. It is true he only actually ran away from them once, because he never afterwards returned to them; but, constructively, he ran away from them again when, having come out of prison, he deliberately kept away from them. If the magistrate is right, we must come to this conclusion—that if a man is punished with a short term of imprisonment for running away and leaving his children to be supported by the parish, he may, as far as the section in question goes, then leave them to the care of the parish for ever without risk of further punishment. This is a *reductio ad absurdum*. It is possible, however, that it may be the law, and that the High Court will have to determine so when the case, which is to be stated on the point, comes up for argument. If it is determined that the magistrate is right, great inconvenience and expense will be caused to guardians, and the sooner Parliament interferes the better.

WRITING on the same subject, a correspondent says: "I am wholly unable to appreciate the force of an argument which had much weight with the magistrate—viz., that if the father could be imprisoned from time to time while the children remained chargeable, it would place his liberty absolutely at the mercy of the guardians. A similar observation could be made in every case where a statute created a continuing offence. It is clear law that a man once convicted cannot be convicted a second time for the same offence, but when the intention of the Legislature is, not simply that a penalty shall be imposed upon a person, once for all, if he omits to perform a duty for the performance of which he continues liable, but to enforce by summary proceedings a legal and continuing obligation, the case is wholly different. It will be remembered that under the Master and Servant Act (4 Geo. 4, c. 34) a servant, who had been imprisoned for absenting himself from his master's service and had refused to return to the service, was held to have been guilty of a fresh offence for which he could be again convicted, and that under the Vaccination Act, 1867, a parent who had been fined for disobeying an order to have his child vaccinated could be proceeded against from time to time so long as the child remained unvaccinated. It cannot be presumed that the authority to whom is entrusted the power of taking the necessary proceedings will carry them further than the necessity of the case may require."

WE HAVE never admired the practice of certain daily journals of recounting at the close of the year events which must be fresh in the memory of most of their readers. But we may call attention to one event of the year—viz., the advance which has been made by the Court of Appeal in the confidence and respect of the profession. There was a time, as most practitioners will remember, when, in considering whether a case should be appealed, one important question was, how will the Court of Appeal be constituted when the case comes up for decision? We do not imagine that this question is ever now considered; whatever judges may sit in either division it is known that the decision will be well considered, common sense, and sound. To this result the series of

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difficult cases which came before the court in the first half of last year has largely contributed. The masterly judgment of COZENS-HARDY, L.J., in the case of *Capital and Counties Bank v. Rhodes* (51 W. R. 470; 1903, 1 Ch. 631) threw a new light on the scheme of the Land Transfer Act, 1875, as modified by the Land Transfer Act, 1897; in *Re Brydson's Settlement* (51 W. R. 497; 1903, 2 Ch. 84) the court restored to the phrase "as if she had died intestate and without having been married," contained in the ultimate trust of the wife's fortune in the vast majority of marriage settlements, the meaning which it was intended to have, and which, until some few years ago, it was universally understood to have; and in *Re Appleby* (51 W. R. 455; 1903, 1 Ch. 565) the court put the question of the effect of the rule against perpetuities upon trusts for sale on a certain and satisfactory footing. These decisions alone constitute a good year's budget, but on less difficult matters the decisions of the court have been characterized by similar care and common sense. The judges have not very often differed in cases of moment, though they did so in *Bennett v. Stone* (51 W. R. 338; 1903, 1 Ch. 509), a rather important case as to the meaning of "wilful default" by a vendor.

IN THE CASE of *Rayson v. Little*, tried before Mr. Justice SWINFEN EADY, on the 18th ult., the action was for specific performance of a contract to purchase premises sold by auction. The defence set up by the defendant was that he was drunk when he bid for the property at the sale, and was, therefore, not liable. It appeared that the defendant bid £2,000 for the property, which was knocked down to him. When he was called upon to complete the contract, he declined, on the ground that he was drunk at the time of the sale, and that his mind was a perfect blank as to what happened. The defendant gave evidence at the trial in support of this defence, and said that he slept at his shop on the night of the sale, and that his son, finding him there at four o'clock in the morning, put him on the way home. The auctioneer, who was examined on behalf of the plaintiff, admitted that he knew that the defendant was addicted to drink, but stated that he was sober at the time of the sale, and that when asked if the bid was his, he replied "Yes." The learned judge came to the conclusion upon the evidence that the defendant knew perfectly well what he was doing at the sale, and that he had not been induced to bid while under the influence of drink. A defence like the one just referred to is subject to the rule that a contract entered into by a person in a state of intoxication is in a similar position to one made by an insane person. If the facts shew that the party seeking to enforce the contract knew that the other party was in a state of intoxication when he made it, and took advantage of that circumstance to impose upon him, it will be easily understood that such conduct is in the nature of fraud, and that the action cannot be maintained. But the proof of this is not always forthcoming, and we believe that in late years the defence has rarely succeeded. The decision in *Gore v. Gibson* (13 M. & W. 623) is perhaps the chief authority upon the law, but the judgments in that case are not wholly satisfactory. POLLOCK, C.B., draws a distinction between express and implied contracts, and says that when an action is founded on any specific distinct contract requiring assent from both parties to it, and one of them is incapable of assenting, there can be no binding contract in such a case, while ALDERSON, B., observes: "If a man contracts to buy goods when in a state of intoxication, and renounces the contract when he becomes sober, I doubt if an action can be maintained against him upon that contract." These dicta savour of subtlety, and appear to be inconsistent with the plain rule that a man ought not to be allowed to set up his drunkenness as a defence to an action upon a contract when he cannot shew that the plaintiff knew, or ought to have known, that he was in that state.

THE PROCEDURE for the determination of questions of fact in civil actions which prevails in this country has always been different from that adopted by other nations. The theory of the English law is that these questions should be decided by the jury, but cases continually arise which are more suited to a

specialist than to twelve men drawn at random from the middle classes of the community. These cases are often referred to an arbitrator, but there is no fixed rule on the subject, and the jury may at any time be required to deal with them. A case of this description has just been heard in the French courts. The plaintiff, a portrait painter, had received a commission from the defendant to paint a portrait of his wife. The work was completed, but the defendant refused to accept the portrait on the ground that it had no sufficient resemblance to the lady. A similar question has, for aught we know, been repeatedly decided by English juries, but we are by no means certain that they are the best judges available. Englishmen often differ widely as to the merit of a portrait of one of their friends, and the jurymen have to decide upon a very slight acquaintance with the subject of the portrait. The French court, following the usual practice, submitted the question to two painters of eminence, and required them to make a report on the portrait. These gentlemen considered that the resemblance was sufficient, but they added that, in their opinion, there was no unerring standard of the resemblance in a portrait, which could be no more than "a personal interpretation of a physiognomy." The court adopted this report and gave judgment for the plaintiff. They rejected without hesitation an application by the counsel for the defendant that they should themselves view the picture in the presence of the lady, and decide on the sufficiency of the likeness.

FEW CASES which come before the courts are more curious than those in which the whole question turns upon the precise time at which a particular event has occurred. A common instance is that of persons claiming property as next-of-kin to a deceased intestate, where it is sought to prove that some one nearer of kin survived the intestate. In an unreported case, more than a century ago, the point in dispute was whether there had been a valid adjudication of bankruptcy. The debtor had absconded, and his dead body was found in a river some days after the adjudication. Medical evidence was carefully weighed as to the exact time of his death, for if he was dead at the date of the adjudication it was invalid. In an article communicated to *Nature* reference is made to a case which arose in consequence of the earthquake at Guatemala which occurred in April, 1902. A block of buildings had been insured against fire, but with an express exception of fire occasioned by earthquakes. A fire, which destroyed the buildings, and the shock of the earthquake were almost simultaneous. The owners of the property insured claimed that this fire was caused by the upsetting of a lamp immediately before the shock of the earthquake, so that the decision finally hinged upon the exact time when the line of movement reached the city in which the buildings were situated. These curious questions are, from beginning to end, questions of fact, and the difficulty of proof can only, in cases of contract, be guarded against by express provision.

CAN A JUROR give evidence in the cause which he has to decide? This question was raised before Mr. Justice GAYNOR in the Supreme Court of New York. The action was brought against the New York Corporation for the use and occupation of land. The corporation had rented part of a building for a storage room. The rent agreed upon had been duly paid, but it appeared that the servants of the corporation had removed a partition and taken possession of an additional piece of land. It was in respect of the occupation of this land that the action was brought, and the sole question was as to its proper value. To prove this value, the judge allowed one of the jurymen to leave the box and give evidence as an expert. The jurymen afterwards returned to the jury room, and together with his brother jurymen considered the verdict. They were, however, unable to agree, and were discharged. It is stated in the report that to allow a juror to give evidence in the cause is a novelty in American procedure, but that it is not unknown in England. We have no recollection of an instance of any such proceeding, and it seems open to the grave objection that it would probably cause the juror-witness to form a conclusion as to the main issue in the case in accordance with his evidence and without regard to the opinion of his colleagues.

MR. BENJAMIN, in his work on the Contract of Sale, after referring to the Gaming Act, 1845—making agreements by way of wagering null and void—observes that, since the passing of the statute, cases have arisen which present the question whether an executory contract for the sale of goods is not a device for indulging in the spirit of gaming which the statute was intended to repress. The case of *Price, Hickman, & Co. v. Schiller*, tried before DARLING, J., on the 19th of December, appears to have been one of these cases. The action was brought to recover from the defendant, a violin manufacturer, £113 for money paid, and commission due, on contracts for the purchase of cotton and sugar. It appeared that, between June, 1903, and the following October, the defendant had given orders with regard to forty-four separate transactions in cotton, each of 100 bales. These contracts were usually settled by the payment of differences, and delivery of the goods was never required. The learned judge had no difficulty in holding that the intention of the parties was merely to speculate on the rise and fall of prices, so that the whole transaction was nothing more than a wager, and was, therefore, null and void under the Act.

Instruments Exercising Powers as Roots of Title.

THERE is a curious divergence of opinion among conveyancers as to the true construction of section 3, sub-section 3, of the Conveyancing Act, 1881. The sub-section provides that "a purchaser of any property shall not require the production or a copy of any deed, will, or other document dated or made before the time prescribed by law or stipulated for commencement of the title, even though the same creates a power subsequently exercised by an instrument abstracted in the abstract furnished to the purchaser; nor shall he require any information, or make any requisition, objection, or inquiry with respect to any such deed, will, or document or the title prior to that time, notwithstanding that any such deed, will, or other document, or that prior title is recited, covenanted to be produced, or noticed."

There is no doubt that before the Conveyancing Act it was necessary for a vendor, whose root of title consisted of an instrument exercising a power, to make this clear in the conditions or contract, otherwise an action for specific performance would not have lain against the purchaser, for an appointment *per se* was not a good root of title.

Does section 3 (3) of the Conveyancing Act, 1881, alter this? Can a vendor who makes an appointment less than forty years old his root of title obtain specific performance of his agreement unless he explicitly states therein the nature of the instrument—viz., that it is one exercising a power; or need he only state in the usual way that "the abstract shall commence with a deed of conveyance" (or as the case may be) of such a date, without in any way referring to the power?

Before examining the text-writers, it may be as well to refer to practically the only case which throws any light on the subject. *Re Marsh and Earl Granville* (1882) (24 Ch. D. 11) decided that the stipulation in a contract for sale that the title should commence "with an indenture dated the 18th of October, 1845," and made between persons whose names were mentioned, and that the earlier title should not be investigated or objected to, was not sufficient to bind a purchaser where the deed was a voluntary conveyance, on trust for sale after death of the grantor, to whom express power was reserved to revoke the trusts. The case was decided on the ground that the omission to state that the deed was a voluntary one rendered the condition misleading. CORROD, L.J., in the course of his judgment (p. 24), said: "For the purpose of preventing any mistake as to the reasons of my judgment, I expressly state that in my opinion the point which we have to decide has nothing to do with the question whether a voluntary conveyance is or is not a good root of title. . . . I think that the principle is this, that the court will not compel a purchaser to take an estate with less than the ordinary title which the law gives him unless the stipulation on which the vendor relies for the purpose of excluding what would otherwise be the purchaser's legal right is fair and

explicit. I think that the test of its being fair and explicit is whether it discloses all facts within the knowledge of the vendor which are material to enable the purchaser to determine whether or not he will buy the property subject to the stipulation limiting his right to the ordinary length of title."

On this decision text-writers have founded an opinion that, notwithstanding the provisions of the sub-section, a vendor who makes an instrument less than forty years old and exercising a power of appointment his root of title must explicitly state the nature of the instrument in the conditions or contract for sale if he desires to be in a position to obtain specific performance of his contract—the usual provision as to the date at which the title shall commence being insufficient.

The strongest and most uncompromising support of this view is to be found in Mr. Cyprian Williams' *Vendors and Purchasers* (1903), vol. 1, p. 88, where he says: "So a deed appointing an estate under a power of appointment is not of itself a good root of title; as to have a power of appointment over an estate is not the same as to be the owner of it, and what a vendor has to prove is the full ownership, at the commencement of title, of the estate he is selling. For evidence of such ownership he must go back to the deed which created the power." And, after quoting sub-section 3 of the section in a note, he proceeds: "But as by section 3 (11) this provision is to be treated, for the purpose of the specific performance of the contract, like an express stipulation to the same effect, it follows, according to the principle laid down in *Re Marsh and Earl Granville*, that unless a vendor fairly and explicitly stipulates that the abstract shall commence with a deed exercising a power, he cannot take advantage of this enactment in enforcing specific performance against the purchaser."

Almost equally emphatic is the opinion expressed in the *Encyclopedia of Forms and Precedents* (1st ed.), vol. 1, p. 3: "In the case of sales of freehold or copyhold lands, the abstract must commence either (1) with a document stipulated for by the vendor as the root of title, in which case the stipulation must candidly state any defect in it—e.g., that it was a voluntary settlement, or a disentailing assurance, or an appointment, or some other instrument the validity of which depends on a previous document, or (2) some instrument which came into operation at least forty years before the date of the contract, and which purported to deal with the fee simple of the property in question. . . . it would seem that any instrument coming into operation more than forty years before the contract, and dealing with the legal estate in fee simple, is now a good root of title, except a will containing merely a general devise. . . . Where the vendor stipulates for a less title than forty years it is a different matter. . . . Thus if the stipulated title is a voluntary settlement, it must be so described, or if it is a deed of appointment or a disentailing deed, it must be so stated."

It will now be as well to turn to an authority who is by no means so decided in his views. Webster on *Conditions of Sale* (2nd ed., p. 233) says:

"It is not easy to determine what is the effect of this sub-section upon the older rule of law that a deed exercising a power of appointment and not reciting the power is not a good root of title. We may take separately the two cases—(1) Where the appointment is more than forty years old; and (2) where the appointment being less than forty years old, the vendor, by a special condition, makes his title commence with it, but omits to mention that it is an appointment. In the first case it might be argued that the purchaser who requires the abstract to commence with the deed creating the power is not requiring an abstract of a deed made 'before the time prescribed by law,' because, in the case of appointments, the law does not prescribe a fixed period of forty years, but says the title shall commence with the deed creating the power; the date of that deed is therefore the 'time prescribed by law.' It seems a sufficient answer to this argument to say that, if it were allowed, no effect would be given to the words of the sub-section, which must mean something and make sense if 'the time prescribed by law' is construed to mean forty years. But in the second case, there appears to be more ground for arguing that, notwithstanding the sub-section, the purchaser could demand the abstract of the deed creating the power, on the ground, that, in limiting the

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purchaser's length of title, the vendor ought to tell him the nature of the deed with which the title is to commence if that deed is not one usually regarded as a good root of title. This view is supported by sub-section 11, which says that the statutory conditions are to be treated as similar express conditions would be apart from the Act. The difficulty is that it is inconceivable that a condition expressed in the very words of sub-section 3 would ever be employed, for a vendor would either omit all references to appointments under powers as not affecting his property, or would, instead of a vague reference as in sub-section 3, mention the fact that the root of title was such an appointment."

Dart's Vendors and Purchasers (6th ed., vol. 1, pp. 337-339) appears a little uncertain on the point. After stating that when the document specified as the commencement of title discloses no good root of title, it is necessary to state this in the conditions or agreement, he goes on to discuss what documents constitute good roots of title, and states that "an instrument relied upon as an exercise of a power should be preceded by the instrument creating the power," adding in a footnote: "It is conceived that the proposition in the text is in no way affected by section 3 (3) of the Conveyancing Act, 1881."

Wolstenholme's Conveyancing and Settled Land Acts (8th ed., p. 22) is a little obscure on the point, but his note to section 3 (3) Conveyancing Act, 1881, says that "where the first abstracted deed is a conveyance under . . . a power . . . the purchaser is entitled to production, if not to an abstract, of the earlier title"; and in the introduction to Conveyancing Forms and Precedents (6th ed., p. 2), he says that "the safest course is always to fix the date of commencement, and also to state the nature of the instrument with which the title commences."

Key and Elphinstone in their last edition leave the question practically untouched, though they say (vol. 1, p. 231) that "where the deed with which the title is to commence, though forty years old, is exceptional in its nature, or might be objected to as unsuitable . . . an express stipulation stating its nature should be inserted," but Pridaux (18th ed., p. 148) is diametrically opposed to the writers quoted at the commencement of this article. His statement is as follows: "If the abstract commences with an appointment, the purchaser was, under the old practice, entitled to have the instrument creating the power abstracted, but now the deed creating the power need not be abstracted," and the qualification, introduced on p. 24, that "if it is proposed to commence the title with a deed less than forty years old *not being a conveyance on sale*, the nature of the deed should be stated," omits to differentiate the large class of cases where the abstract commences with a conveyance in exercise of a power of sale.

The importance of the point is obvious: that it has never yet, so far as we are aware, appeared in the courts is due probably to the fact that a willing purchaser prefers to risk a possible defect in title rather than drive the vendor to rescind under the usual rescission clause; while, if the purchaser is unwilling, or presses the point, the vendor chooses rescission rather than an action for specific performance, which, in view of the divergence of opinion on the matter, would at least be of a somewhat speculative nature. Until the point is decided, the obvious advice to a vendor who commences his title with an instrument exercising a power and less than forty years old, is to state explicitly in the contract or conditions of sale the nature of the instrument; he will then be on the safe side should an action for specific performance become necessary.

Mr. John R. Adams, of 66, Cannon-street, London, writing to the *Times* on solicitors' and their clients' money, says a correspondence has been going on on this subject in professional journals, but, as the question affects the public more than it does the profession, I ask your leave to deal with it in your columns. Mr. Gray Hill, the president of the Law Society, but only expressing his own views, is of opinion that solicitors should pay their clients' money into a separate banking account, so as not to mix it with their own money. This is objected to by other solicitors as giving no real guarantee to clients of the safety of their money, and as giving unnecessary trouble in keeping accounts. What surprises me is that it has not apparently occurred to anyone to suggest that solicitors should pay over to their clients money received for them, and not keep it any account, general or special, longer than is necessary to enable them so to dispose of it—in short, that the separate account to which the solicitor should place is the separate account of the client and not of the solicitor.

Reviews.

The English Reports.

THE ENGLISH REPORTS. VOLUMES XXII.-XXXII. CHANCERY 2-14. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

This great undertaking progresses with vigour, the volumes being delivered with praiseworthy punctuality. They range from the 2nd volume of Equity Cases Abridged down to the end of Vesey jun., and comprise Mr. Hovenden's supplement to that series of reports. The practitioner has in the fourteen volumes of the Chancery series a complete collection of the equity reports down to 1817, including such frequently-cited volumes as Vernon, Peere Williams, Atkyns, Vesey sen., Brown Ch. Cas. and Cox. The gain in library space is enormous—the twenty-one volumes of Vesey jun. and the supplement, for instance, being contained in less than five volumes of good type and paper. The work, it will be remembered, is an exact reprint of all the reports contained in each of the series of reporters, with each page of the original report shewn in figures in the text, and with the name and volume of the original report given at the head of each page, so that there can be no difficulty either in giving the original reference in opinions or in citing it in court. In addition, there is generally given at the commencement of each report a note of subsequent cases in which the doctrine laid down in the reported case has been considered, and on several occasions we have found these notes of considerable practical value. We can speak unhesitatingly of the advantage to the lawyer of the possession of this excellent reprint of all the English reports.

Books Received.

A Selection of Leading Cases in the Common Law. With Notes. By WALTER SHIRLEY SHIRLEY, Barrister-at-Law. Seventh Edition. By RICHARD WATSON, LL.B. (Lond.), Barrister-at-Law. Stevens & Sons (Limited).

Legal T Leaves: being a Lawyer's Tales Out of School. By EDWARD F. TURNER. Smith, Elder, & Co.

Handbook on the Borough Funds Acts as Affecting Local Authorities. With Forms and Precedents. By WILLIAM LYMINGTON WILLIAMS, Barrister-at-Law. Butterworth & Co.

The Intermediate Law Examination Made Easy. A Complete Guide to Self-preparation in the Fourteenth Edition of Mr. Serjeant Stephen's New Commentaries on the Laws of England (excluding Book VI.). Being the Subject Selected for the Intermediate Examinations of the Law Society. By ALBERT GIBSON. Twelfth Edition. By the AUTHOR and H. GIBSON RIVINGTON, M.A., Solicitor. The Law Notes Publishing Offices.

Cases of Last Sittings.

Court of Appeal.

WEBSTER v. SHARP & CO. (LIM.). No. 1. 16th Dec.

WORKMEN'S COMPENSATION—AMOUNT OF COMPENSATION—WORKMEN'S COMPENSATION ACT, 1897, SCHEDULE I., CLAUSE 2.

This was an appeal from an award of the judge of the Bradford County Court in an arbitration under the Workmen's Compensation Act, 1897. The injured workman was, at the time of the accident, earning wages at the rate of 24s. 9d. a week. By agreement the employers paid him the weekly sum of 12s. 4½d. At the end of two years he resumed work under them, and earned wages at the rate of 11s. a week. The employers having discontinued the weekly payments, the workman filed a request for arbitration under the Act. The county court judge made an award for a weekly payment of 12s. 4½d., and embodied his decision in the following note: "In my opinion the meaning of the Act is that the workman is to receive compensation for his loss of wages, whether this is total or partial, but that for the protection of the employer there is the proviso that no more than half his wages is to be paid him. In the case of partial disablement, I think the court should first ascertain what is the loss of wages the person has sustained—in this case 13s. 9d. I think that, if this is less than the maximum allowed, viz., half the original wages, the whole of such amount ought to be awarded, unless there is some reason to the contrary, but that the court is not bound to award the whole of that amount, but may award a less amount, say, half the difference, if it sees fit. In this case 13s. 9d. exceeds the half wages, which are agreed at 12s. 4½d., so that I cannot give more than that amount. But I see no reason why I should not give the full amount allowed by the Act and award 12s. 4½d. That is the rule I always follow in these cases, unless some grounds are given for varying it." The employers appealed. The case of *Tilgner v. Walsley* (1900, 2 Q. B. 142) was cited.

THE COURT (COLLINS, M.R., and MATHEW and COZENS-HARDY, L.J.J.) allowed the appeal, and sent the case back to the county court judge.

COLLINS, M.R., said the county court judge seemed to have applied a hard and fast rule which he thought was to be followed in all cases. But a judicial discretion ought to be exercised in every case. Some consideration must be given to clause 2 of the First Schedule to the Act, which provided that "in fixing the amount of the weekly payment, regard shall be had to the difference between the amount of the average weekly earnings of the workman before the accident and the average amount which he is able to earn after the accident." That provision seemed to contemplate a request to the arbitrator to readjust a payment which was already at the maximum with a view to reducing it. The county court judge, instead of following the rule of practice which he had adopted, must apply his discretion to the particular case.—COUNSEL, *S. T. Evans, K.C., and Minton-Senhouse; J. J. Wright.* SOLICITORS, *Wynne-Barter & Keeble; W. H. Scott, Bradford.*

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

RIGBY & CO. v. COX. No. 1, 19th Dec.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—APPEAL—COSTS—COSTS OF APPLICATION TO REVIEW WEEKLY PAYMENT—TAXATION—REFUSAL TO DIRECT REVIEW OF TAXATION—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), SCHED. I., CL. 12; SCHED. II., CL. 4.

Appeal from the decision of Judge Emden, sitting at the Bromley County Court of Kent. In 1901 an agreement by the employers to pay a workman, who was injured by an accident arising out of and in the course of his employment, a weekly sum as compensation under the Workmen's Compensation Act, 1897, was registered under Schedule II., clause 8, of the Act. In 1903 the employers applied to have the weekly payment reviewed under Schedule I., clause 12, and an award was made dismissing the application with costs on scale B. Upon the taxation the registrar taxed the costs as upon an interlocutory application in the arbitration, and not as upon an original arbitration, upon the ground that the county court judge had given a general direction applicable to all his courts that costs of application to review a weekly payment should be so taxed. The county court judge refused to direct a review of taxation, stating that he had made a general rule to the above effect. The workman appealed to the Court of Appeal. It was stated that the costs so taxed amounted to about one-third of the costs if taxed as upon an arbitration. Upon the appeal, the preliminary objection was taken that no appeal lay direct to the Court of Appeal, and *Keen v. Nash* (88 L. T. 790, 51 W. R. Dig. 102) and rule 33 of the Workmen's Compensation Rules, 1898, were cited. It was contended on behalf of the workman that, as the application to review the weekly payment was itself an arbitration, the taxation of the costs thereof was a proceeding incident to that arbitration, and as an appeal from the award on the hearing of the application to review the weekly payment would lie direct to the Court of Appeal (Schedule II., clause 4, to the Act), an appeal from the county court judge refusing to direct a review of the taxation of the costs of that arbitration also lay direct to the Court of Appeal. In *Keen v. Nash* the question arose upon the taxation of the costs in an action under the Employers' Liability Act, 1880, where the county court judge dismissed the action and proceeded to assess compensation under section 1, sub-section 4, of the Workmen's Compensation Act, 1897. That case was therefore different.

THE COURT (COLLINS M.R., and MATHEW and COZENS-HARDY, L.J.J.) dismissed the appeal, upon the ground that the case was governed by *Keen v. Nash*, and that the appeal, if there was one (as to which they expressed no opinion), did not lie direct to the Court of Appeal.

MATHEW, L.J., added that he came to that conclusion with reluctance, because there seemed a contradiction between the award dismissing the application to review the weekly payment with costs on scale B, and the taxation of the costs. The general rule laid down by the county court judge was not one which, in his lordship's opinion, ought to have been laid down.

COZENS-HARDY, L.J., agreed with the observations of Mathew, L.J., with reference to the general rule laid down by the judge.—COUNSEL, *Chester Jones and Harold Morris; Duckworth.* SOLICITORS, *Shoen, Roscoe, Massey, & Co.; William Hurd & Son.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re WELLCOME'S TRADE-MARK. Byrne, J. 20th, 21st, and 23rd to 27th Nov.; 14th Dec.

TRADE-MARK—"FANCY WORD"—RECTIFICATION OF REGISTER—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 64.

This was an application by Messrs. Thompson & Capper, chemists, of Manchester, to have the register of trade-marks rectified by the removal therefrom of the registered mark "tabloid" of Mr. J. S. Wellcome, trading as Burroughs, Wellcome & Co., and came on with the action of *J. S. Wellcome, trading as Burroughs, Wellcome & Co. v. Thompson & Capper*, wherein the plaintiff sought an injunction for infringement of his trade-mark and for passing off. The word "tabloid" was registered as a trade-mark in March, 1884, in class 3, in respect of substances, not in class 1, used in medicine and pharmacy, and the word "tabloids" was registered in the same class in 1885. These registrations had been renewed, and were still in force. Messrs. Burroughs, Wellcome & Co. had continuously made and sold solid compressed drugs ever since the registrations. These drugs had always been made of the

original shape and size as also of other sizes and shapes, chiefly more or less convex. The word "tablet" was a well known word in connection with solid drugs as early as the time of Lord Bacon; and it had been used to denote compressed drugs made up in the bi-convex shape in question by the firm in connection with Wyeth's tablets, and by some other persons. J. S. Wellcome had previously registered the word "tablets" for the same class, intending to use it as his trade-mark, but finding it could not be sustained, the word "tabloid" had been invented. This word, the learned judge found, was unknown before the registration; and was used for the first time by the firm. The mark being registered before the Patents, Designs, and Trade-Marks Act, 1888, the case came under the Patents, Designs, and Trade-Marks Act, 1883; and the question was whether "tabloid" was a "fancy word" within section 64. It was argued on behalf of the applicants that the word "tabloid" was only "table" and "tablet" with the suffix "oid"; and that "oid" was a well-known suffix, as in the word "spheroid" and "rhomboid"; and that therefore "tabloid" was a descriptive and not a fancy word.

Dec. 14.—BYRNE, J.—The case of *Re Johnston's Trade-Mark No. 58,406* (40 SOLICITORS' JOURNAL, 599), sub-nomine *Trade-Mark of "Booril"* (W. R. 150; 1896, 2 Ch. 600), before the Court of Appeal, relieves me from a close examination of the earlier cases; and gives me a guide in endeavouring to determine whether or not "tabloid" was a "fancy word" at the time of the registration. That case shews that it is not necessary that the word registered should be absolutely unsuggestive. The word *Booril* was suggestive of an ox, but it was held not to be descriptive. "Tablet" with the suffix "oid" would become "tabletooid" not "tabloid." The case is near the line, but I think that in March, 1884, the word was not "intelligibly describing the thing sold," as Lord Lindley put it, and that it was a fancy word as applied to goods in the class in which it was registered. I dismiss the motion to rectify.

An injunction was granted in the action.—COUNSEL, *A. J. Walter and J. Gray; Moulton, K.C., Nevill, K.C., Levett, K.C., Sebastian, and Ker, Solicitors, Sharpe, Parker, Pritchards, Barham, & Laforce, for Abop, Stevens, Harvey, & Crooks, Liverpool; Markby, Stewart, & Co.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

Re JORDAN. HAYWARD v. HAMILTON. Byrne, J. 16th Dec.

PRACTICE—PARTIES—TRUSTEE—BREACH OF TRUST—CLAIM FOR REPLACEMENT OF FUNDS—EXECUTORS OF TRUSTEE—REPRESENTATIVES OF TRUST ESTATE.

In this action the plaintiff claimed, as beneficiary under a marriage settlement made in 1869, that the defendants, as executors of Jordan, one of the two original trustees under the settlement, were liable to make good settlement moneys alleged to have been lost by breaches of trust on Jordan's part; and that a sum equivalent to those moneys should be set aside and invested as the court might direct to answer that loss. It was alleged that Jordan died in 1882; that Ludlow, the other original trustee of the settlement, died in 1886; and that no new trustees of the settlement had been appointed. A preliminary objection was taken at the trial that the trustees of the settlement ought to be represented, by adding as defendants either the representatives of Ludlow or persons to be appointed as new trustees of the settlement.

BYRNE, J., gave judgment to the following effect: Here the only defendants were representatives of a trustee who was not the last surviving trustee. There was, therefore, nobody before the court representing the trust estate. The person who had the right to recover moneys belonging to the settlement was the representative of the last surviving trustee. The *cestui que trust* could come into court to recover money which was lost, joining the person in whom the right to recover it was legally vested, by reason of the power of the court to execute trusts and to allow beneficiaries to sue in their own names if a sufficient case be shewn. Cases had been cited, of which *Re Harrison* (1891, 2 Ch. 349, 39 W. R. Dig. 167) was the chief example, where it had been held that, an action having been brought against a surviving executor and trustee, it was not necessary to make the representative of a deceased trustee a party. In that case Chitty, J., said (at p. 354) that many judgments had been made without any opposition against a surviving executor and trustee, without joining the representatives of others who had died before the action had commenced, where there were no special circumstances in the case rendering it necessary that they should be parties. But no authority had been cited shewing that judgment could be given in an action of this kind, which in fact involved something in the nature of a partial execution of the trusts, without having the persons representing the trust estate before the court. Here there was a person entitled to appoint new trustees of the settlement, and, if there were no trustees, such appointment ought to be made and the trustees brought before the court. It was argued that this action asked, not for execution of the trusts, but only for a declaration that the estate of the deceased trustee was liable for breaches of trust. But the plaintiff was not entitled to be paid any money found due and it would be difficult to make such an order except in the presence of the parties entitled to be paid. Moreover, the plaintiff wanted, further, an order founded upon this for the investment of a sum to answer the loss. The case was of some importance, for no authority covered it. There might be cases in which such an action could be entertained, where it was impossible to get the representatives before the court. But here it was possible to do so. The case must stand over to enable the present trustees to be joined, or if there were none, to enable new trustees to be appointed and added as defendants.—COUNSEL, *Norton, K.C., and Basilhache; Rouden, K.C., and T. L. Wilkinsoe.* SOLICITORS, *Kinch, for Lyndon, Moore, & Co.; W. R. Smith & Smyth, for Cardners.*

[Reported by PRECY H. WINFIELD, Esq., Barrister-at-Law.]

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STAINER v. HODGKINSON. Buckley, J. 14th and 16th Dec.

WILL—CONSTRUCTION—TENANT FOR LIFE AND REMAINDERMAN—ENJOYMENT IN SPECIE—PROFITS OF SHARE OF BUSINESS—IMPLIED POWER TO CARRY ON BUSINESS.

This was an adjourned summons, raising the question whether a tenant for life of the profits of the income of a business was entitled to the whole of those profits, or only to £4 per cent. on its capitalized value. John Smith, at and prior to his death, carried on two businesses in co-partnership with others. By his will he gave all his real and personal estate to his widow, so long as she remained his widow, and at her death "all to be divided" amongst his children, "also my shares and interest in" the businesses in question. The testator died in 1896. The executors did not sell the testator's shares in the businesses until 1900. The widow remarried in 1902. In the interval between 1896 and 1900 the businesses were carried on by the surviving partners, and the profits, which were very large, were paid direct to the widow. She paid moneys, which had formed part of these profits, into a bank, and the question was whether she was entitled to them. The arguments are sufficiently indicated in the report of the judgment. In addition to the cases therein cited, reference was made to *Re Norrington* (13 Ch. D. 654) and *Re Cameron* (26 Ch. D. 19).

BUCKLEY, J., in giving judgment, said that the first general principle which was applicable was that the mere absence of a direction to convert did not entitle the widow to enjoy the property *in specie*; what exactly were the dispositions which would exclude the rule in *Howe v. Lord Dartmouth* (7 Ves. 137) was the question to be decided. The second principle was that there were two sorts of property, each of which might be either merely of a wasting nature, or not only of a wasting nature but also burdened with onerous obligations. There were many cases as to leaseholds, and he thought that the difference between a leasehold involving onerous obligations and a business involving risk in trade was one of degree rather than of principle. In regard to leaseholds there were two cases in which there was a question similar to that in the present case. In *Collins v. Collins* (2 My. & K. 703) the gift was of all the testator's property to his wife for her life, and after her death "to be divided." The decision was that the tenant for life was specifically entitled. In *Pickering v. Pickering* (4 My. & Cr. 289) it was held that if the will contained indications of an intention that the tenant for life was to enjoy the property in its existing state, then the tenant for life was to enjoy it *in specie*. In two later cases, *Re Chancellor* (26 Ch. D. 42) and *Re Crouther* (1895, 2 Ch. 156), it was held that, owing to the power which was given to postpone conversion, you might infer from the subsequent direction to pay income a direction to pay the whole income during such time as the conversion should be postponed. *Re Chancellor* was also a decision that in order to enable trustees to carry on the business of a testator, it was not necessary to find in the will an express power to do so, but that it was sufficient if such power could be implied. *Holgate v. Jennings* (24 Beav. 623) was another case of that class. Two cases had been cited where the decision was not in favour of the tenant for life. In the first of these cases, however, *Fearn v. Young* (9 Ves. 549), there was no specific gift of the property in question. In the other case, *Kirkman v. Booth* (11 Beav. 273), where the gift was of a business, Lord Langdale (at p. 280) said that the rule was that to authorize executors to carry on a business required distinct and positive authority given by the will itself for that purpose. In the light of the subsequent decisions, and particularly that of the Court of Appeal in *Re Chancellor*, he thought that statement to be too wide. *Kirkman v. Booth* also was a case, not of rights as between tenant for life and remainderman, but of whether the executors ought to make good a loss which had resulted from an unauthorized carrying on of the testator's business for thirteen years. It was with a view to a decision on that point that the court declared that the property ought to have been converted within a year from the testator's death. It did not decide that a distinction existed between a leasehold involving liabilities and a business involving liabilities. After referring to *Re Bland* (1899, 2 Ch. 336), his lordship construed the will, holding that there was a specific gift of the shares in the businesses. He therefore held that the profits earned in the businesses belonged to the widow.—COUNSEL, *Earle*; *Whinney*; *Buckmaster*, K.C., and *W. E. Hughes*. SOLICITORS, *Pitman & Sons*, for *Joseph Griffiths*, Newcastle, Staffs.; *Doyle*, *Devonshire*, & *Woodhouse*.

[Reported by H. L. ORMISTON, Esq., Barrister-at-Law.]

BOORD v. HUDDART. Swinfen Eady, J. 10th, 11th, 12th, 13th, 16th, 17th Nov., and 21st Dec.

TRADE-MARK—INFRINGEMENT—PASSING OFF—TRADE DESIGNATION DERIVED FROM TRADE-MARK—MARK REGISTERED FOR A CLASS—RIGHT TO EXCLUSIVE USE FOR ANY ITEM IN CLASS—INJUNCTION.

Action for infringement of a trade-mark, representing a cat on a barrel, used by the plaintiffs continuously since 1849, and registered by them in 1879, in connection with fermented liquors and spirits (including liqueurs) and especially with "Old Tom" or sweetened gin. The defendant had sold sloe gin with a label which also represented a cat and a barrel, and he described the article as "cat brand." The plaintiffs, who also sold sloe gin (which they claimed to be a liqueur), alleged that their goods are well-known in the trade as "cat brand" or "cat and barrel brand," and they claimed an injunction to restrain the defendant from infringing their trade-mark, and from using the said description or representation or any other words or figures so as to enable his goods to be passed off as the goods of the plaintiffs. The defendant was not a maker of sloe gin, but obtained his supplies, together with the labels, from Melrose Drover (Limited), who had undertaken to indemnify him in respect of the present action. It was alleged in defence that the device was wholly different

from the plaintiffs' trade-mark, and that the device of a cat, with or without a barrel, was common in the spirit trade, and had been used by several firms for many years without protest or action taken by the plaintiffs. It was also alleged that Melrose Drover (Limited) had, in adopting the device, endeavoured to make it as different as possible from that of the plaintiffs, whose customers they had formerly been.

SWINFEN EADY, J., observed that the evidence was entirely in favour of the plaintiffs' contention as to the designation "cat and barrel brand" being associated with their goods in the trade. His lordship could not regard Melrose Drover (Limited) (who had accepted the responsibility), as having acted innocently in the selection of their design, which, so far from being distinctive, was as nearly as possible like the plaintiffs'. They had, moreover, improperly described it as registered, when in fact it was not so. The evidence as to user of such a label by other firms was unsatisfactory, and his lordship was of opinion that the plaintiffs had used due diligence in seeking redress for the infringement of their rights. It had been argued that the plaintiffs could not, by registering their trade-mark for a class of goods, obtain the exclusive right to use it for one item of that class, and reliance was placed on *Edwards v. Dennis* (30 Ch. D. 454, 463, 476, 34 W. R. Dig. 197), and *Hargreave v. Freeman* (1891, 3 Ch. 39, 40 W. R. Dig. 266). Here, however, the goods of the plaintiffs and of the defendant respectively were of the same character, and it was clear from the decision in *Re The Australian Wine Importers (Limited)* (37 W. R. 578, 41 Ch. D. 278), that Melrose Drover (Limited), could not have registered their design for sloe gin even if the plaintiffs had not used their trade-mark for that article. The plaintiffs had established their case, and there must be an injunction.—COUNSEL, *Fletcher Moulton*, K.C., M.P., *Eve*, K.C., and *Israel Davis*; *Warmington*, K.C., *Scrutton*, K.C., and *Sebastian*. SOLICITORS, *Halse, Trustram, & Co.*; *Farlow & Jackson*.

[Reported by R. HILL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

RAVEN v. JUSTICES OF SOUTHAMPTON. Div. Court. 19th and 23rd Dec.

LICENSING LAW—REFUSAL TO RENEW—APPEAL TO QUARTER SESSIONS—EVIDENCE AT QUARTER SESSIONS.

This was an appeal from the decision of the quarter sessions dismissing the appeal of George Raven and Crowley & Co. from the refusal of the licensing justices to renew the licence of certain premises known as the "George and Henry," and situated in Orchard-lane, in the borough of Southampton. The following are the facts of the case: At the hearing at quarter sessions the assistant surveyor produced a map on which he had marked all the fully-licensed houses and beerhouses, and he proved that taking the "George and Henry" in the centre of a circle of 100 yards radius there were within the circle 12 fully-licensed houses and 37 beerhouses, and with the same centre and 300 yards as radius there were 25 fully-licensed houses and 47 beerhouses. No objection was served on any of the fully-licensed houses or beerhouses prior to the hearing of the appeal. A detective proved that he had known the locality for two past ten years, during the whole of which time the "George and Henry" had been fully-licensed, and that it had not changed except that it had become more thickly populated. His evidence also went to shew that the district was a troublesome one to the police. No other evidence was given on behalf of the respondents. The quarter sessions found that the "George and Henry" was not required for the wants of the neighbourhood and dismissed the appeal, but stated this case. On behalf of the appellants it was contended that the map was not evidence on which quarter sessions was entitled to act. There was no evidence that this house was less required than any other. Counsel cited the *Furnham* case (1902, 2 K. B. 363), *Evans v. Conway Justices* (1900, 2 K. B. 5), *Sharp v. Wakefield* (1891, A. C. at p. 189). On behalf of the respondents it was contended that the justices had properly exercised their discretion, and that this was shewn by the map. *Cur. adv. vult.*

THE COURT (LORD ALVERSTONE, C.J., and LAWRENCE, J., KENNEDY, J., dissenting) allowed the appeal, and ordered the licence to be renewed.

LORD ALVERSTONE, C.J.—I recognize that the justices may of their own motion give notice that a licence would be objected to on the ground that it was not required locally, and there may be circumstances which would justify the justices in thinking a particular licence is not required, and, if so, they may act accordingly. But this court has to consider whether the quarter sessions in this case has acted on evidence a court of law may fairly receive. I do not think it unfair to say that all the evidence in the case was the map, and nothing else. I think it not unimportant to point out that the map discloses immediately opposite this house another fully-licensed house. I mention that not for the purpose of saying it was necessary for the justices to differentiate, but to point out that if they acted on the map only it was difficult to see how they could avoid differentiating. I wish to emphasise what was said by the Master of the Rolls in *E. v. Justices of Farnham*, namely, that it was clear from their report that the only satisfactory way of dealing with the question was to cause objections to be served on all the owners of licensed houses so that the case of each one might be considered. In this case the quarter sessions had no evidence before it except the map, and if they did not rely upon the differentiation as contended for by the respondents they had no evidence upon which they could act.—COUNSEL, *Atory*, K.C., *Temple Cooke*, and *S. H. Emanuel*; *Tyrell Giles* and *A. W. Bassett*. SOLICITORS, *Speechey & Co.*, for *Lampert, Bassett, & Hiscock*, Southampton.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

Mr. Justice Grantham is stated to be suffering from bronchitis.

New Orders, &c. Criminal Procedure, England. Costs and Compensation.

REGULATIONS MADE BY THE SECRETARY OF STATE, DATED NOVEMBER 12, 1903,
GOVERNING THE ALLOWANCES PAYABLE TO PROSECUTORS AND WITNESSES
IN CRIMINAL PROSECUTIONS.

Whereas divers Rules and Regulations have been made under Section 5 of the Criminal Justice Administration Act, 1851, as to the costs and compensation to be allowed out of county or borough funds to prosecutors, witnesses, and others in criminal prosecutions, and as to the form of the certificate to be granted by the examining magistrate or magistrates in respect of such allowances; and whereas it appears to me, the Right Honourable Aretas Akers-Douglas, one of His Majesty's Principal Secretaries of State, desirable and expedient that other Regulations should be made in substitution thereof: now I, acting in pursuance of the powers vested in me by the enactment hereinbefore mentioned, do hereby revoke all such Rules and Regulations respecting any of the aforesaid matters, and make the following Regulations in lieu thereof.

1. *Witnesses Giving Professional Evidence.*—There may be allowed to practising members of the legal and medical professions, for attending to give professional evidence, but not otherwise, allowances not exceeding the sums stated in the following scale:—

For attending to give evidence in the town or place where the witness resides or practises—

if the witness attends to give evidence in one case only, not more than one guinea per diem;

if the witness gives evidence on the same day in two or more separate and distinct cases, not more than two guineas;

For attending to give evidence elsewhere than in any town or place where the witness resides or practises, whether in one or more cases, not more than two guineas per diem.

In this Regulation "town" means Municipal Borough or Urban District; and "place" means the area within a radius of three miles from the Court at which the witness attends to give evidence.

No allowance may be given under this Regulation to the solicitor for the prosecution, except that, if such solicitor gives professional evidence which, in the opinion of the proper officer of the Court, was necessary and saved the attendance of another witness, a fee of 6s. 8d. may be allowed.

2. *Expert Witnesses and Interpreters.*—There may be allowed (a) to expert witnesses such allowances for attending to give expert evidence as the Court may consider reasonable, including, where necessary, an allowance for qualifying to give evidence, and (b) to persons employed as Interpreters, such allowances as the Court may consider reasonable.

3. *Police Officers.*—There may be allowed to Police Officers:—

When attending as prosecutors or witnesses at courts situate within the area of their own police authority, no allowance, other than travelling allowances as provided in Regulation 8.

When attending as prosecutors or witnesses at Courts situate outside the area of their own Police Authority—

(a) In the case of Constables and Sergeants, a sum not exceeding—

	s. d.
For the day	4 0
For the night	4 0

(b) In the case of Inspectors, a sum not exceeding—

	s. d.
For the day	5 0
For the night	5 0

(c) In the case of Superintendents and Chief Constables, a sum not exceeding—

	s. d.
For the day	7 0
For the night	5 0

For the purposes of this Regulation, any Court at which cases arising in the area of any Police Authority or part thereof are ordinarily heard or tried shall be deemed, so far as regards such cases, to be situate within that area.

4. *Prison Warders.*—There may be allowed to prison warders attending as prosecutors or witnesses or in charge of a prisoner produced to give evidence, a sum equal to that allowed them by the Regulations of the Prison Department, viz.:—

	Day and night.	Day only.	
Chief warders...	8s.	Breakfast ... 1s.	
		Dinner ... 2s. 6d.	4s. 6d.
		Supper ... 1s.	
Principal warders ...	6s. 6d.	Same as above.	
Warders and assistant warders ...	6s.	Breakfast ... 1s.	
		Dinner ... 2s.	4s.
		Supper ... 1s.	

For a prisoner so produced in the custody of warders, such sum for subsistence as the warders have been authorized to spend, and has been actually expended, on his behalf.

5. *Ordinary Witnesses.*—There may be allowed to prosecutors and witnesses, other than those mentioned above, day and night allowances not exceeding 7s. per day and 5s. per night; subject, in the case of witnesses not necessarily detained from home all night, to the following regulations:—

(1) The day allowance to children, domestic servants, and persons having no occupation or trade shall not exceed 1s. per diem.

(2) The day allowance for witnesses in the services of an employer shall not, except for special reasons allowed by the Court, exceed the amount of wages actually lost by attendance. The amount of wages so lost may be proved by a certificate of the employer, but in the absence of such certificate the following rates must not, except for special reasons, be exceeded:—

For agricultural labourers, unskilled labourers, and the like	3 0
For artisans, mechanics, and the like	5 0

(3) The day allowance to persons (other than those mentioned above) who do not lose income by attendance shall not, except for special reasons allowed by the Court, exceed 3s. per diem.

The night allowance shall not exceed the expense reasonably incurred by the witness, nor the above-mentioned limit of 5s.

There may be allowed to any person who, in the opinion of the proper officer of the Court, necessarily attends for the purpose of the prosecution otherwise than as a witness the same allowances as to ordinary witness.

6. *Seamen.*—Where seamen have been detained on shore for the purpose of giving evidence in a criminal prosecution the amount actually and reasonably incurred for their maintenance during their detention may be allowed in addition to any allowances made under the foregoing rule.

7. *General Regulation.*—No full day allowance under Regulations 1, 3, and 5 shall be paid unless the witness is necessarily detained away from his home, or place of business or employment, for at least four hours for the purpose of giving evidence.

If the time during which the witness is necessarily detained away from his home, or place of business or employment, be less than four hours, he shall receive not more than one-half of the allowance which he would have received had he been detained for the full day.

No night allowance under Regulations 3, 4, and 5 shall be paid unless the witness in order to give evidence is necessarily detained away from home for the night.

8. *Travelling Allowances.*—There may be allowed to witnesses attending Court to give evidence from a distance of more than two miles their railway fares actually paid, or (where a railway is not available) reasonable expenses of conveyance actually incurred: provided—

(1) That the railway fare, except for special reasons allowed by the Court, shall be 3rd class fare; and that if return tickets are available, only return rates shall be allowed. In the case of police witnesses the reduced rates under the Cheap Trains Act, 1883, shall not be exceeded, except for special reasons allowed by the Court;

(2) That the expenses of conveyance, otherwise than by railway, shall not in any case (except where a special conveyance is required for a witness suffering from serious illness) exceed 1s. a mile one way. Such expenses shall be allowed separately as mileage.

9. *Form of Certificate.*—The form of certificate in the Appendix hereto shall be used when a magistrate or magistrates acting under the Indictable Offences Act, 1848, grants a certificate of the allowances payable to witnesses who appear to give evidence. In each case the witness' profession, trade, or occupation, or the fact that he is without employment or occupation, must be stated on the form.

10. *Date of Commencement.*—These Regulations shall take effect on and after the 28th day of December next.

Given under my hand at Whitehall this 12th day of November, 1903.

A. Akers-Douglas,
One of His Majesty's Principal
Secretaries of State.

Appendix.

CERTIFICATE OF COSTS OF PROSECUTION.

In the [County of ...] Petty Sessional Division of ...
A. B. having been examined before ...
on a charge of ...; it is hereby certified that the under-

mentioned persons are, for their expense, trouble, and loss of time in connection with the said charge, entitled to compensation as follows:—

	£	s.	d.
To C. D. [state profession, trade, or occupation], the prosecutor, residing at ... for his attendance here ... half day ... day ... and ... night			
For travelling ... miles, mileage ... , railway fare ...			
To the same for fees payable by him to the Justice's Clerk, as per authorized table			
To E. F. [state profession, trade, or occupation], a witness, residing at ... , for his attendance ... here ... half day ... day ... night			
For travelling ... miles, mileage ... , railway fare ...			
Dated this ... day of ... , one thousand nine ... hundred and			
	J. P.		

Justice of the Peace for the [County] aforesaid.

Mr. Justice Wright has fixed Tuesday, the 19th of January, and following days for the next sittings of the Railway and Canal Commission Court.

It is stated that Mr. Justice Bruce will have charge of the Commercial Court from the 11th of January next until the return of Mr. Justice Walton from the South Wales Circuit, about the 2nd of February.

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Law Societies.

The Law Society.

Notice of any resolutions intended to be moved at the special general meeting of the society to be held on the 29th of January next should be in the hands of the secretary on or before the 7th prox.

Dec. 28.

Obituary.

Mr. A. D. Cripps.

Mr. Arthur Devereux Cripps, solicitor, of 45, Parliament-street, and Great Marlow, Bucks, died on Tuesday. Mr. Cripps, who was a son of the late Mr. H. W. Cripps, Q.C., and a brother of Mr. C. A. Cripps, K.C., M.P., was admitted in 1881. He was clerk to the justices and to the Marlow Urban District Council. His death is stated to have been due to a chill arising from immersion in water when attempting to ride a horse over a flooded stream.

Legal News.

Appointment.

Mr. R. E. Fox, solicitor, Town Clerk and Clerk of the Peace for Blackburn, has been selected by a special committee out of a large number of candidates for recommendation as Town Clerk of Leeds, at a maximum salary of £1,500 a year, in succession to Mr. W. J. Jeeves, who has been called to the bar.

Changes in Partnerships.

Admission.

Messrs. Field, Son, & Bromfield, solicitors, of Union Bank-buildings, 5, Fenwick-street, Liverpool, have taken into partnership Mr. Sidney Field, the youngest son of their senior partner.

Dissolutions.

LATIMER DARLINGTON and WILLIAM MARRIOTT, solicitors (Darlington & Marriott), Bradford, Ilkley, and Harrogate. Dec. 31. So far as regards the business at Bradford and Ilkley; the business at Harrogate will be carried on as heretofore.

CLARENCE RICHARD HALSE and EDWARD JONES TRUSTRAM, solicitors (Halse, Trustram, & Co.), 61, Cheapside, and 17, Old Burlington-street, London. Dec. 25. By arrangement and for greater convenience of working, both businesses will continue to be carried on separately as heretofore, the West End by Mr. Halse and the city by Mr. Trustram.

[Gazette, Dec. 25.]

ROBERT LEY WOOD and THOMAS ELLERSON RICKERBY, solicitors (Ley Wood & Rickerby), Cheltenham. Dec. 25.

[Gazette, Dec. 29.]

General.

Sir Francis Jeune, who, says the *Times*, was rather unwell when he left town for Arlington Manor shortly before Christmas, is now much better. On Tuesday afternoon he drove in an open carriage to Newbury, despite the bitterly cold weather.

The congratulatory dinner at which Mr. Lyttelton, M.P., will be entertained by the members of the Oxford Circuit, in celebration of his recent appointment to the Colonial Secretaryship, will take place at the Café Royal, Regent-street, on Thursday, the 14th of January.

A Western lawyer, says the *Central Law Journal*, had defended a prisoner charged with murder, with the result that the man was convicted and hanged. Shortly afterwards the same lawyer appeared before the judge with a fee bill for defending the man and attending to matters in probate closing up his estate. The bill was for a large sum, and the lawyer explained it in detail. "Well, I'll approve it," announced the judge, "but it does seem to me as if you could have killed that man for less."

Lord Justice Romer, who celebrated his sixty-third birthday last week, has, says the *St. James's Gazette*, been so long at the bar and on the bench that most people have forgotten that after leaving college he commenced his career as a Professor of Mathematics in the Queen's College, Cork. Certainly two barristers who were unnecessarily labouring a case mainly statistical had overlooked the record of the learned judge before whom they were arguing. "Thanks," said his lordship presently, when the painfully obvious was being threshed bare; "thanks; at one time I knew arithmetic."

The Paris correspondent of a daily journal says that the course of justice was recently temporarily interrupted at the Ninth Chamber by the intrusion of a rat. The little beast made its first appearance in the dock,

where a number of female prisoners were standing. On seeing the intruder, the women fell into a wild panic, and eventually the sitting had to be suspended while efforts were made to secure the rat. The latter, however, shewed himself more agile than his pursuers, and it was not until a municipal guard had drawn his bayonet and transfixed the intruder that the business could be resumed.

It has, says the *American Law Review*, been some time since the Supreme Court of the United States treated the profession and the country with a genuine surprise; and persons who view with jealousy and alarm the extension of Federal jurisdiction through amendments to the Federal Constitution, adopted not by the assent of three-fourths of the States, but by the assent of a bare majority of the nine judges of the Supreme Court, had measurably ceased. But they are now awakened to a realization of the fact that the process of "sapping and mining"—we use an expression of Thomas Jefferson—has been resumed. This time it exhibits the alarming feature of holding that the admiralty jurisdiction granted by the States to the United States by the Federal Constitution, extends to canals which are created and maintained by a single State and which lie wholly within the limits of that State—in the particular case, to an action for repairs upon a canal-boat built to be hauled by horses along the Erie Canal, which is an artificial internal waterway of the State of New York. The decision is rendered by a bare majority of the nine judges of the court. The opinion is written by Justice Brown, whose thorough knowledge of the admiralty law will commend it to the respect, though perhaps not to the assent, of the profession. Concurring with Justice Brown are Justices White, McKenna, Day, and Holmes. Dissenting from the opinion of this slender majority, are Chief Justice Fuller and Justices Harlan, Brewer, and Peckham. Mr. Justice Brewer writes the dissenting opinion.

The Property Mart.

Sale of the Ensuing Week.

Jan. 7.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2:—

REVERSIONS:

To One-fifth of a Trust Fund, represented by Consols, &c., of the estimated value of £13,000; lady aged 77. Solicitors, Messrs. Clarkson, Greenwell, & Co., London.

To One-seventh of £183 East India Railway Annuity, Class B; lady aged 45 and gentleman aged 48. Solicitors, Messrs. Alfred White & Co., London.

To One-third of a Trust Estate, represented by Railway Stocks and Consols, value £12,000; lady aged 71. Solicitors, Messrs. Wansey, Bowen, & Co., London.

POLICIES for £1,000 and £1,000. Solicitors, Messrs. Spencer, Chapman, & Co., London.

(See advertisements, this week, back page.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, DEC. 25.

BEACONSFIELD (TASMANIA) SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Garland, 6, Queen st pl. Blackman, Gresham House, Old Broad st, solicitor for liquidator.

BOURNE HENRY ENGINEERING CO. LIMITED—Petn for winding up, presented Dec 21, directed to be heard Jan 12. Potter & Co, Finsbury pmnt, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

LYCEUM THEATRE, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Feb 10, to send their names and addresses, and the particulars of their debts or claims, to W. B. Peat, 3, Lothbury. Ashurst & Co, Throgmorton av, solors for liquidator.

MERSEY BACK HIRING CO. LIMITED, LIVERPOOL.—Creditors are required, on or before Feb 4, to send their names and addresses, and the particulars of their debts or claims, to Mr William Maximus Egan, 3, Lord st, Liverpool. Yates & Co, solors for liquidator.

MIDLAND TELEPHONE PRESS AGENCY, LIMITED.—Creditors are required, on or before Feb 8, to send their names and addresses, and the particulars of their debts or claims, to Mr. Albert E. Winkles, 27, Icknield st, Birmingham. Freeland, Birmingham, solor for liquidator.

PANAWATTE SYNDICATE, LIMITED.—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts and claims, to Arthur Green, 2, Clement's inn, Strand.

PRINCERS (MURCHISON) CONSOLIDATED, LIMITED.—Petn for winding up, presented Dec 15, directed to be heard Jan 12. Redfern & Hunt, Abchurch ln, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

SHELLEY TRAMWAY CO. LIMITED.—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to John Henry Woodhead and John Henry Stott, Shelf. Wright & Co, Bradford, solors for liquidators.

STERL BALLS, LIMITED.—Petn for winding up, presented Dec 19, directed to be heard Jan 12. Pepper & Co, Clement's inn, Strand, for Pepper & Co, Birmingham, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

TRANSEY SYNDICATE, LIMITED.—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Alington Eugene Honeybourne, 63, Cornhill.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, DEC. 29.

VINCENIS RHODESIA, LIMITED.—Petn for winding up, presented Dec 21, directed to be heard Jan 12. Janson & Co, 92, College hill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 11.

WIGMAN RICHARDSON & CO. LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Hope Winstanley, Neptune Works, Walker, Newcastle upon Tyne.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 18.

WATKINS, HUMPHREY WALTER, Cheapside and Beckenham, Kent Feb 5 Jones v Watkins, Joyce, J. Watkins, 21, Chancery Ln

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 15.

ALEXANDER, WILLIAM, Dorking, Superintendent of Police Jan 2 Down & Co, Dorking
ALLARD, JAMES, Northampton, Poultry Dealer Jan 1 Whyte, Bedford
ASQUITH, WILLIAM ENGLAND, Lytham, Lancs, Iron Merchant Jan 26 Nelson & Co, Leeds
BAYLEY, MARY JANE, Scarborough Jan 11 Brown & Wood, Skipton
BOARDMAN, MARGARET, St Helens, Lancs Jan 14 Thomas, St Helens
BOWMAN, RICHARD, Leeds Jan 13 Harrison & Son, Leeds
CANTON, COLEMAN, Sutherland av, Malda Vale, Merchant Jan 14 Edwards & Cohen, Coleman st
CLARK ARTHUR PETER, Birmingham, Commercial Traveller Dec 28 Day, Stoke on Trent
COOPER, WILLIAM ECKLER, Upton on Severn, Worcester, Printer Jan 11 Romney, Upton on Severn
ECHLIN, CHARLES, St Peter Port, Guernsey Jan 15 Indermaur & Brown, Chancery in
EMANUEL, FREDERICK LIONEL, Wellington ct, Knightsbridge Jan 25 Lindo & Co, Finsbury circus
EVANS, MARIA, Carmarthen Jan 1 Browne, Carmarthen
EVANS, WILLIAM, Bridgeton Jan 1 Randall & Co, Bridgeton
FINCH, GEORGE, Courtland ct, Kensington Jan 15 Lec & Pemberton, Lincoln's inn fields
FRENCH, AGNES ANNE, Winslow, Bucks Feb 1 Willis & Willis, Winslow, Bucks
GALLOP, WILLIAM HENRY, Fish Salesman, Hastings Jan 23 Phillips & Cheeseman, Hastings
GRIEVES, JAMES, South Shields Jan 18 Mabane & Co, South Shields
GRIFFITH, ELIZABETH, Buchfield, Leominster Jan 14 Lloyd & Son, Leominster
HARRISON, JOSEPH EDWARD, Campo de Galtany, San Gervasio de Cassolas, Barcelona, Spain, Engineer Dec 31 Field & Cunningham, Manchester
HUGHES, OWEN, Sydney, N S Wales April 15 Valpy & Co, Lincoln's inn fields
KING, MARY ANN, Lower Broughton, Salford Jan 30 Marson, Manchester
KING, WALTER, St George's st, Hanover sq Jan 8 Bate & Co, Bedford row
LABRAFFE, HERBERT ALFRED, Winton, Suffolk Dec 31 Deane & Son, Batley
MILES, WILLIAM HENRY, South Hampstead Jan 10 Miles, Theobald's rd
MOULD, EMMA, Hunter bridge, Borough road Dec 21 Burton & Son, Great Yarmouth
NEDHAM, JESSIE BECCA, Aerial rd, west Kensington Jan 12 Maddison & Co, Old Jewry
NORMAN, EDWARD, Wedmore, Weston super Mare Dec 31 Norman, Godney, nr Wells, Somerset
PARSON, WILLIAM NICHOLAS FREEMAN, Yacht "Unknown," Ramsgate Feb 12 Kennedy & Co, Cannon st
PITT, THOMAS, Kingston on Thames Jan 20 Phelps & Co, Aldermanbury
PLANT, HENRY MILVERTON, Elm gds, Hammersmith Jan 6 Marshall & Co, Hammer-smith
RICH, FRANCIS WILLIAM BERT, Winscombe, Somerset, Nurseryman Dec 31 Powell, Banwell, Somerset
RICHARDS, SHEPHERD, Basinghall st, Jeweller Jan 15 Horsley & Weightman, Basinghall st
ROGERS, HARRIET, Kingston, Hereford Jan 14 Lloyd & Son, Leominster
SIMON, CAROLINE LUSHINGTON, Hove, Sussex Jan 30 Woods & Co, Brighton
SOUTHERN, JOHN, Shrewsbury Dec 31 Clarke & Son, Shrewsbury
STANFORD, JOHN, Uxbridge, Butcher Jan 24 Woodbridge & Sons, Uxbridge
STANTON, MARY, Blackheath Jan 9 Brount & Co, Albermarle st, Piccadilly
STONE, ARTHUR WILLIAM, Kingston on Hull, Surgeon Jan 15 Hall, Hull
WILSON, JANE CHARLOTTE, Brighton Jan 30 Wade & Co, Dunmow, Essex
WOODHILL, ELIZA, Handsworth Jan 22 Brooks, Birmingham

London Gazette.—FRIDAY, Dec. 18.

ALVAREZ, WILLIAM THOMAS, Manchester, Translator Jan 31 Alvarez, Manchester
APINALL, MARY, Slough, Bucks Feb 29 Ramsden & Co, Huddersfield
BARNAUD, FRANCES THAKED, Essex Jan 30 Wade & Co, Dunmow, Essex
BASCOE, WILLIAM HARRIS, Handsworth Jan 30 Turlington & Butler, Birmingham
BROWN GEORGE SAMUEL, Oadby, Barrister at Law Feb 15 Brown & Co, Finsbury
BURN, THOMAS CLARKSON, Kingston upon Hull Jan 30 Buckton, Hull
CAMPBELL, HERBERT LIVERPOOL Jan 16 Gibbons & Arkle, Liverpool
CHRISTEN, EDOUARD, Blackheath Feb 1 Ingle & Co, New Broad st
COLBORN, SARAH ANN CLEVELAND, Somerset Jan 30 Colborne & Co, Newport, Mon
COOPER, JOHN DUNNING, Kinner, Staffs Jan 16 Bromley & Co, Rhyd
COWBURN, WILLIAM COXHOE, Durham, Brickmaker Jan 30 Mawson, Durham
DAVIS, FREDERICK THOMAS, Kingston upon Thames Dec 30 Cara, Kingston upon Thames
DAVIDSON, SAMUEL HERMAN, Bradford, Staff Merchant's Manager Jan 14 Gordon & Co, Bradford
EVANS, JOHN, Tynnyffail, Glam Jan 28 Davies & Co, Pontypridd
FRENCH, AGNES ANNA, Winslow, Bucks Feb 1 Willis & Willis, Winslow, Bucks
FROST, JAMES, Hartgate, Contractor Jan 1 Topham, Hartgate
GUIMARAES, PEDRO GONCALVES, Croydon, Merchant Feb 1 Findgate & Co, Craig's ct, Charing Cross
JACKSON, REV WILLIAM, Higher Crumpsall, Manchester Jan 31 Cooper & Sons, Manchester
JAMES, EMMA ANNE TIBBETTS, Edgbaston, Birmingham Jan 25 Cottrell & Son, Birmingham
KELAKY, EDWARD, Tunbridge Wells, Brewer Jan 31 Cripps & Co, Tunbridge Wells
KENDALL, WILLIAM, Gorton, Croydon, Yeoman Jan 30 Shilton & Co, St Austell, Cornwall
KING, ANN, Croydon Jan 15 Rowland & Hutchinson, Croydon
LACON, JOHN LASCELLS, Worcester Jan 22 Tree, Worcester
LIGHTENFIELD, GEORGE, Regent st Feb 1 Wild & Collins, Lawrence ln, Cheapside
LUNA, ROSANNA, Charlston, nr Hebdon Bridge, Yorks, Innkeeper Jan 28 Shaw, Hebdon Bridge
MORRIS, JOHN, Churchwell, Yorks, Greenroofer Jan 6 Hewson, Leeds
MORLEY, GEORGE THOMAS, Wallingford Feb 10 London, Budge row
MOSES, WILLIAM ASHUR, Hoxley, Surrey, Brewer Jan 30 Caprons & Co, Savile pl, Conduit st
NICHOLAS, WILLIAM MURRIEN, St Ives, Cornwall, Master Mariner Jan 16 Borne, St Ives, Cornwall
NIXON, ROBERT, Fallowthorpe, Lancs Jan 9 J R & L G Harries-Jones, Oldham
ROGERS, HENRY JOHN, Leicester Jan 20 Burns & Fike, Leicester
RUT, MARY, Eaton sq Jan 30 Wreford & Co, Ironmonger ln
RUSSELL, ALEXANDER ELLIOTT, Crookham, Southampton Jan 31 Hewlett & Co, Raymond bldgs, Gray's inn
SIMPSON, SARAH MARIA, Milton next Gravendend Jan 31 Bower & Co, Chancery in
SKET FREDERICK, Morton, Norfolk, Farmer Jan 20 Stevens & Co, Norwich
STEPHENSON, FRANCES, Arksey, Doncaster Jan 18 Atkinson & Sons, Doncaster
STEPHENSON, GEORGE, Arksey, nr Doncaster, Butler Jan 31 Atkinson & Sons, Doncaster

STUART, SIR CHARLES JAMES, Eaton sq Feb 10 Patersons & Co, Lincoln's inn fields
STUART, MARY CATHERINE, Eaton sq Feb 10 Patersons & Co, Lincoln's inn fields
TAYLOR, JOHN, Silverdale, nr Carnforth, Lancs, Grocer Jan 16 Fawcett & Unsworth, Carnforth
TAYLOR, JOHN GUEST, Nethergreen, Sheffield Jan 31 Burdakin & Co, Sheffield
TREAVAIL, SILVANUS, Truro, Architect Jan 21 Hoes & Co, Lincoln's inn fields
VREAL, DANIEL WATSON, Lairs, Plymouth Jan 30 Bond & Pacey, Plymouth
VREAL, EMILY ROSA WATSON, Lairs, Plymouth Jan 30 Bond & Pacey, Plymouth
VIDLER, THOMAS WILLIAM, Wadhurst, Sussex, Farmer Jan 31 Cripps & Co, Tunbridge Wells
WALKER, WILLIAM, Bkley, Yorks Jan 30 Jackson, New Southgate
WATSON, MARY, Langton Green, nr Tunbridge Wells Jan 31 Hewlett & Co, Raymond bldgs, Gray's inn

London Gazette.—TUESDAY, Dec. 22.

BARRY, CHARLOTTE, Dorking Jan 30 Smith & Co, Copthall av
BAYLIS, JOHN WHITTINGHAM, Willenden Green, Commercial Traveller Jan 30 Sugden & Harford, Ironmonger ln
BERESFORD, VICTOR ANGELO, St John's Wood Feb 1 R F & C L Smith, Lincoln's inn fields
BISHOP, PHILIPPA, St Edmunds, Padstow, Cornwall Feb 1 Collins & Son, St Columb
BISHOP, WILLIAM PEARSE, St Edmunds, Padstow, Cornwall Feb 1 Collins & Son, St Columb
BRENNER, ERNEST ALBERT, High Barnet Jan 21 Russell & Co, Norfolk st, Strand
BUGGES, ROBERT HENRY, Salehurst, Sussex, Farmer Jan 23 Buss, Tunbridge Wells
CAMP, HENRY CLARKE, Liffacombe, Wine Merchant Feb 8 Finch & Chanter, Liffacombe
CONWAY, DAVID, Withington, Manchester Feb 1 A & G W Fox, Manchester
COXON, JANE, Corbridge, Northumberland Feb 5 Armstrong & Sons, Newcastle upon Tyne
DALLAWAY, THOMAS, Heathfield, Sussex, Miller Jan 23 Buss, Tunbridge Wells
DAVINE, CAROLINE WILHELMINA, Crickhowell, Brecknock Jan 31 Murray & Co, Birchin ln
DAVIS, ELIZABETH, Tilford, nr Farnham Jan 22 Routh & Co, Southampton st, Bloomsbury
EALLES, CHRISTOPHER, Welbeck st, Cavendish sq Feb 1 Johnson & Master, Theobald's rd, Bedford row
FOAN, FREDERICK, Shepherdwell, Kent, Farmer Jan 15 Arkcoll & Co, T.oley st
GANDSER, WILLIAM, Little Coggeshall, Essex, Wine Merchant Feb 10 Beaumont & Son, Coggeshall
HUNT, ELIZABETH, Knighton, Leicester Jan 30 J & S Harris, Leicester
JACOB, GEORGE JAMES, Ponthrydyrn, Mon Feb 2 Le Brasneur & Bowen, Newport, Mon
JONES, JOHN, Bootle, Lancs, Chief steward Jan 23 Weightman & Co, Liverpool
LEVICK, THOMAS MORTON, Aston Common, nr Sheffield, Grocer Feb 3 Rodgers & Co, Sheffield
LOMAS, JESSE, Ashton under Lyne, Market Gardener Jan 25 Elliott, Ashton under Lyne
MATTHEW MARGARET, Liverpool Jan 5 Dalby & Moore, Birkenhead
MERSON, DANIEL, Bishop worth, Bris ol Feb 1 Wansborough & Co, Bristol
METCALFE, BARTHOLOMEW, Walsoken, Yorks Jan 23 W & W B Hunt, Richmond, Yorks
MOLYNEUX, RIGHT HON HENRY, Wynford Eagle Jan 31 Walker & Co, Theobald's rd, Gray's inn
MUCKLOW, WALTER, Grange over Sands, Lancs, Drysalter Jan 31 Winders, Bolton
NEWMAN, REV WILLIAM LEIGHTON, Batow on soar, Leicester Feb 1 Deane & Son, Loughborough
NORTON, FREDERICK Buxton, Derby, Auctioneer Jan 30 Norton & Howe, Manchester
PAINTER, ELIAS SPANGLER, Nottingham Feb 6 Maples & McCreath, Nottingham
PHILLIPPO, SARAH, St Yarnmouth Jan 18 Laddell & Son, Norwich
POFORD, JOSEPH, Felixstowe Jan 21 Joselyns & Sons, Ipswich
REES, GEORGE, Brynffwch Farm, Llanfrie Carmarthen Jan 7 Thomas & Co, Swansea
SCHUBERT, AUTON HENRY, Horfield, Glos, Licensed Victualler Jan 21 Strickland & Co, Bristol
SCRABE, LOUISA, Brighton Feb 7 Stuckey & Co, Brighton
SCREME, AMELIA MARY, Notting hill gate, Kensington Jan 18 Tippetts, Maiden ln, Hagen
STEPHENS, RICHARD, Trygonetha, St Wenn, Cornwall, Yeoman Feb 1 Collins & Son, St Columb, Cornwall
TAYLOR, ALFRED, Handsworth, Naval Brass Founder Jan 22 Wright & Marshall, Birmingham
THOMAS, WILLIAM EDWARD, Falmouth, Boat Builder Jan 19 Jenkins, Falmouth
THORNTON, BENJAMIN SANDERSON, Netherthorpe, Huddersfield, Painter Feb 1 Ramsden & Co, Huddersfield
TOMBS, JAMES, Malvern Wells, Worcester Jan 30 Halden & Son, Birmingham
VICARY, WILLIAM, Exeter Feb 1 J & S P Pope, Exeter
WILLIAMSON, ALEXANDER HENRY, Gateshead, Engineer Jan 12 Lundy & Co, Newcastle on Tyne
WOOLLATT, JOHN, Redhill, Surrey, Licensed Victualler Jan 16 Buss, Tunbridge Wells

London Gazette.—FRIDAY, Dec. 25.

ABBOTT, HENRY, Norwood rd, Herne Hill Feb 1 Peacock & Co, South sq, Gray's inn
AMOT, THOMAS HOWES EDWARD, Cliftonville, Margate, Fishician Feb 6 Pakes & Brown, Lincoln's inn fields
ARMER, ANNE, Gateshead, Confectioner Feb 3 Grantham & Gill, Newcastle upon Tyne
BECK, JOHN, Lee, Kent Feb 3 St Barbe & Co Delahay st, Westminster
BERT, THOMAS PARTRIDGE, Inwirth, Essex, Farmer Feb 10 Burridge, Coggeshall
COLLYER-BRISTOW, ALFRED, Beddington pl, Surrey Jan 31 Collyer-Bristow & Co, Bedford row
COMAR, EDMUND LOUIS, Rizerie Yee Cheong Cholon, Saigon, Cochinchina Jan 31 Stephenson & Co, Lombard st
CROFT JAMES, Tumins grove, Bow rd, Carman Feb 8 Forbes & Son, London st, Fenchurch st
DAVIDSON, ROBERT, Blackheath Feb 29 Merriman & Co, Mitre ct, Temple
DAVIES, EVAN, Woulton, Lancs Jan 25 Mather & Son, Liverpool
FORSTER, BEATRICE RUMERY, Putney Jan 30 Braunstein & Skelton, Norfolk st
FOWLER, EDWARD THOMAS, Clifton, Bristol Feb 9 Meade King & Sons, Bristol
HALL, AMOS, Manchester, Flour Merchant Feb 13 Chapman & Brooks, Manchester
HIGMAN, JAMES, Coleman st Jan 25 Fowkes & Son, Coleman st
HOPKINSON, JAMES BURY, Lanes Feb 23 Woodcock & Son, Bury
HORTON, WILLIAM, Saddington, Leicester, Grazier Jan 24 Tullier & Pochin, Leicester
JOES, JOHN, Inford Brook, Solihull, Warwick, Licensed Victualler Jan 20 Baker & Co, Birmingham
KING, LEONARD GEORGE, Gt Coggeshall, Essex, Seed Grower Feb 10 Surridge, Coggeshall
LANDLER, JEAN MARGARET DAVENPORT, Washington, Columbia, U S A March 23 Smith & Hudson, Minding ln
LIBELL, JOSHUA, Southend on Sea Jan 30 Forbes & Son, London st, Fenchurch st
LITTLE, RUTH, Newcastle upon Tyne Jan 19 Arnot & Co, Newcastle upon Tyne
LYNCH, JAMES, Sheffield Jan 30 Hiller, Sheffield
LYONS, SPENCER, Cheltenham Jan 23 A F & W R Tweedie, Lincoln's inn fields
MAPLE, SIR JOHN BLANDELL, Bart, MP, St Alban's, Herts Jan 31 Peake & Co, Bedford row
MOATT, MARTIN HENRY, Folkestone, Warehouseman Jan 31 Taylor, Lincoln's inn fields
PEACOCK, ELIZABETH, Hawes, Yorks Jan 22 Rogers & Hudsons, Richmond, Yorks
PIKE, JOHN SUNBURY Jan 23 Goddard & Cochrane Sunbury
PILGRAM, BERNARD SCOTT, Earle Colne, Essex Feb 10 Surridge, Coggeshall, Essex
PLASTER, WILLIAM, Southampton Feb 6 Newman, Southampton
SUTTON, MARTIN HOPE, Whitley, Reading Feb 10 Rogers, Reading
TASSEL, JAMES, Little Coggeshall, Essex Feb 10 Surridge, Coggeshall
TAYLOR, ALFRED, Penzance Jan 21 Hill, Penzance
TAYLOR, BENNETTA, Horton Manor, nr Slough, J P Jan 31 Blyth & Co, Gresham House
TOPHAM, ROBERT, Mibleton, Preston, Farmer Jan 16 Clarke & Co, Preston
WATSON, SARAH, Liverpool, Bag Merchant Feb 1 Hynd, Liverpool
YEOMAN, MARGARET, St Leonard's on Sea Feb 1 Mann, St Leonard's on Sea

London Gazette.—TUESDAY, Dec. 29.

BLACKETT, CLARA BLANCHE HARRIETT, Dover Jan 31 Long & Gardiner, Lincoln's inn
 COCHRANE, LOUISE, Hove, Sussex Jan 21 Griffith & Co, Brighton
 DODSON, CAROLINE, Ledworth, Sussex Feb 10 Bertram, Suffolk, at Pall Mall
 DEACAS, WILLIAM, Southwick, Sussex, Commercial Traveller Jan 31 Boxall & Kempe,
 Brighton
 EDIS, HENRY, Stroud Green Jan 23 Gibson & Weldon, Chancery Ln
 ELLINGTON, JOHN EDWARD, Aberford, nr Leeds, Surgeon Feb 1 Dawson & Chapman,
 Leeds
 GERRATH, JOSEPH, Wilsall, nr Pateley Bridge, Yorks Feb 1 Kirby & Son, Harrogate
 GWYN, JAMES, West Dean, Glouc, Innkeeper Jan 25 Fryer, Coleford

HANCOCK, THOMAS EDWARD, Sheffield, Saw Manufacturer Feb 25 Taylor & Emmet,
 Sheffield
 LAWSON, THOMAS, Tynemouth Jan 9 Williamson, Newcastle upon Tyne
 MARSLAND, WILLIAM, Winstan Hall, nr Matlock Bath March 1 Grundy & Co,
 Manchester
 NICHOL, ISABELLA, Whitburn, Durham Feb 4 Webb, Morpeth
 PADLEY, ALEXANDER ALFRED, Westgate on Sea, Kent, Engineer Feb 1 Hills, Margate
 PEARCE, the Hon CHARLOTTE ELIZABETH, High st, Kensington Feb 10 Bertram, Suffolk
 st, Pall Mall
 RUSSELL, PRACY STUART, Primrose Hill rd Jan 24 Lee & Co. Queen Victoria st
 SHARP, RICHARD DARRACOTT, Christchurch, Hants, Solicitor March 1 Mooring & Co,
 Christchurch
 TIPPEN, JOSEPH, Hessest, Suffolk, Farmer Feb 12 Greene, Bury St Edmunds

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 25.

RECEIVING ORDERS.

ABBOTT, JOHN WASHINGTON, East Bergholt, Suffolk, Beer-
 house Keeper Ipswich Pet Dec 23 Ord Dec 23
 ABLETT, JAMES, Whaddon, Cambridge, Farmer Cambridge
 Pet Dec 22 Ord Dec 22
 ARMSDEN, ROBERT, Carnarvon, Licensed Victualler Bangor
 Pet Dec 22 Ord Dec 22
 BARFOOT, HENRY CHARLES, Newington Butts, Fried Fish
 Salesman Portsmouth Ord Dec 23
 BATHSON, ALFRED DAV, Luton, Builder Luton Pet Dec 4
 Ord Dec 22
 BRADLEY, THOMAS, Blackburn, Dealer in Incandescent
 Fittings Blackburn Pet Dec 7 Ord Dec 21
 BUTLER, THOMAS MAURICE, Fulham rd, Furniture Dealer
 High Court Pet Dec 8 Ord Dec 23
 CATTLEGE, ERNEST, Rotherham, Yorks, Greengrocer
 Sheffield Pet Dec 21 Ord Dec 21
 CASTLE, MARY HELENA, Watford, School Proprietress
 St Albans Pet Dec 18 Ord Dec 19
 CLARKE, HENRY GEORGE, Cambridge, Coffee House Keeper
 Cambridge Pet Dec 21 Ord Dec 21
 CLEAVE, ARTHUR, Barnsley, Tobaccoconist Barnsley Pet
 Dec 21 Ord Dec 21
 COWMAN, ALFRED EDWARD, Southall, Clerk Windsor Pet
 Dec 22 Ord Dec 22
 DARTSHIRE, JAMES WILLIAM, Ormiskirk, Carriage Builder
 Liverpool Pet Dec 22 Ord Dec 22
 EDGE, FRANCIS, Hanley, Carter Hanley Pet Dec 23 Ord
 Dec 23
 ELVIDGE, WILLIAM, Wheatley, nr Doncaster, Watchmaker
 Sheffield Pet Dec 23 Ord Dec 23
 FIELDING, FRANK, Sheffield, Grocer Sheffield Pet Dec 23
 Ord Dec 23
 FRANCE, WILLIAM, Ossett, Yorks, Miner Dewsbury Pet
 Dec 22 Ord Dec 22
 GOODFELLOW, FRANCIS WILLIAM, Kettering, Leather Mer-
 chant Northampton Pet Dec 4 Ord Dec 22
 HARDY, JAMES TURNER, Sheffield Sheffield Pet Nov 18
 Ord Dec 23
 HICKLEY, ARTHUR WALDEN, Little Peatling, Leicester,
 Carriage Builder Leicester Pet Dec 17 Ord Dec 17
 HUNTLY, ARTHUR, Buckingham Palace rd High Court
 Pet Nov 24 Ord Dec 18
 JOSEPH, LAZARUS, South Shields, Boot Dealer Newcastle
 on Tyne Pet Dec 23 Ord Dec 23
 KIPING & Co, Sudbury, Suffolk Colchester Pet Nov 20
 Ord Dec 11
 LINDLEY, ARTHUR JOHNSON, Doncaster, Hay Dealer
 Sheffield Pet Dec 22 Ord Dec 22
 MARSDEN, THOMAS, Blackburn, Cotton Manufacturer Black-
 burn Pet Dec 15 Ord Dec 23
 MEW, ROBERT HAYNES, Brighton, Contractor Brighton Pet
 Dec 3 Ord Dec 21
 MITCHELL, FREDERICK, Paignton, Devon, Builder Plymouth
 Pet Dec 14 Ord Dec 21
 MORRIS, JOHN, Annanford, Carmarthen, Coal Miner Car-
 marthen Pet Dec 21 Ord Dec 21
 MORRIS, JOHN, Llanbithlan, Glam, Farmer Swansea Pet
 Dec 21 Ord Dec 21
 MUMFERY, ALEXANDER AUGUSTUS, Hartford, Ironmonger
 Hartford Pet Dec 3 Ord Dec 19
 PERKINS, FRANK, Liverpool, Stationer Liverpool Pet Dec 21
 Ord Dec 21
 RAYWORTH, ALEXANDER, Denaby Main, Yorks, Grocer
 Sheffield Pet Dec 22 Ord Dec 22
 ROBERTS, THOMAS, Cathays, Cardiff, Butcher Cardiff Pet
 Dec 21 Ord Dec 21
 SALT, ALFRED, Fawcett, Lancs, Sand Merchant Oldham
 Pet Dec 21 Ord Dec 21
 SANDHEIM, BENJAMIN JULIUS, Hastings, Boarding House Keeper
 Hastings Pet Dec 22 Ord Dec 22
 SHAW, JOSEPH, Kingston upon Hull, Bananas Merchant
 Kingston upon Hull Pet Dec 22 Ord Dec 22
 SHAW, WILLIAM JOHN, Walton, Liverpool, Builder Liver-
 pool Pet Dec 14 Ord Dec 21
 TARRY, ERNEST ALBERT, Bridlington, Yorks Scarborough
 Pet Dec 21 Ord Dec 21
 THISTLETHWAITE, EDWARD, Ingletton, York, Builder Kendal
 Pet Dec 23 Ord Dec 23
 THOMAS, JOHN, Redruth, Cornwall, Coal Dealer Truro Pet
 Dec 22 Ord Dec 22
 TOOKER, FRANCIS WHALLEY, Hinton, Hordean, Hants
 Portsmouth Pet Dec 19 Ord Dec 19
 WAGSTAFF, GEORGE, Bawtry, Yorks, Castrator Sheffield
 Pet Dec 21 Ord Dec 21
 WEBB, EDWARD FRANCIS, Wakefield, Bookbinder Wake-
 field Pet Dec 23 Ord Dec 23
 WORSLEY, SAMUEL, Brighton, Painter Brighton Pet Dec
 22 Ord Dec 22

FIRST MEETINGS.

BOFFEY, RICHARD, and THOMAS ARTHUR REEVES, Ashton
 in Makerfield, Lancs, Builders Jan 5 19, Exchange
 st, Bolton
 BROWN, WALTER, Heywood, Lancs, Botanical Brewer
 Jan 8 at 2 19, Exchange st, Bolton

BROWN, THOMAS HENRY, Buxton, Commission Agent Jan
 8 at 2 30 Off Rec, Byron st, Manchester
 BUXTON, ARTHUR, Birmingham, Confectioner Jan 6 at 11
 174, Corporation st, Birmingham
 CLARKE, GEORGE TIMBERLAKE, Cambridge, Ironmonger
 Jan 2 at 2 30 Off R-c 5, Petty Cury, Cambridge
 DIXON, GEORGINA ISABELLA, Brompton sq Jan 8 at 12
 Bankruptcy bldgs, Carey st
 FITZGERALD, J W, Snow hill, Manufacturers' Agent Jan
 7 at 12 Bankruptcy bldgs, Carey st
 FROST, WILLIAM DURANT, jun, New Broad st, Commission
 Merchant Jan 8 at 11 Bankruptcy bldgs, Carey st
 GOODE, FRANCIS, Sparkhill, Worcester, Barman Jan 8 at
 11 174, Corporation st, Birmingham
 GRAHAM, ROBERT, Wigan, Grocer Jan 7 at 3 19, Exchange
 st, Bolton
 HAMILTON, BENJAMIN, Pemberton, Lancs, Wagonette Pro-
 prietor Jan 12 at 3 19 Exchange st, Bolton
 HORNER, GEORGE, 64 Grimsby, Fish M. Merchant Jan 6 at 11
 Off Rec, 15, Osborne st, St Grimsby
 LEON, FREDERICK WILLIAM, King's Norton, Worcester
 Jan 7 at 12 174, Corporation st, Birmingham
 JOSEPH, LAZARUS, South Shields, Boot Dealer Jan 6 at
 11 30 Off Rec, 30, Mosley st, Newcastle on Tyne
 KITE, JAMES, Birmingham, Draper Jan 7 at 11 174,
 Corporation st, Birmingham
 KNOWLES, EDWARD JAMES, Atherton, Lancs, Biscuit Mer-
 chant Jan 4 at 3 19 Exchange st, Bolton
 MURRAY, WILLIAM HAMILTON, Chorlton upon Medlock,
 Manchester Jan 4 at 3 30 Off Rec, Byron st, Man-
 chester
 OVERTON, JACOB, Litcham, Norfolk, Hawker Jan 9 at
 12 30 Off Rec, 8, King st, Norwich
 PENNINGTON, THOMAS HENRY, Lees, nr Oldham, Potato
 Merchant Jan 6 at 3 Off Rec, Graves st, Oldham
 PHILLIPS, HENRY, Cloughfold, Rawtenstall, Lancs, Artist
 Jan 5 at 11 15 Town Hall, Rochester
 REES, WATKIN RHYCE, Wolverhampton, Hatter Jan 5 at
 12 Off Rec, Wolverhampton
 SHADWELL, MARION, East Molesey, Surrey, Milliner Jan
 7 at 11 Bankruptcy bldgs, Carey st
 SHARP, GEORGE, Laurence Pountney hill, Chartered
 Accountant Jan 6 at 12 Bankruptcy bldgs, Carey st
 SHERRIN, JOHN, 64 Lever, Bolton, Joiner Jan 9 at 11 19,
 Exchange st, Bolton
 SHERMAN, FRANK FROST, Liverpool, Clerk Jan 6 at 12 Off
 Rec, 35, Victoria st, Liverpool
 TENISWOOD, CHARLES GEORGE HENRY, Notting Hill, Bar-
 rister at Law Jan 6 at 11 Bankruptcy bldgs, Carey st
 THOMAS, JOHN, Redruth, Cornwall, Coal Dealer Jan 6 at 12
 Off Rec, Boscawen st, Truro
 TUCHFREDERICK, ALGER, Manchester, Fruiterer Jan 4 at
 2 30 Off Rec, Byron st, Manchester
 TUNSTALL, HERMAN IRA, Boylestone, Derby, Grocer Jan 2
 at 11 Off Rec, 47, Full st, Derby
 WILKINSON, JOHN THOMAS, Stockton on Tees, Foreman Fitter
 Jan 13 at 3 Off Rec, 8, Alb-rd rd, Middlebrough
 WORSLEY, SAMUEL, Brighton, Painter Jan 7 at 3 Off Rec,
 4, Pavilion bldgs, Brighton

ADJUDICATIONS.

ABBOTT, JOHN WASHINGTON, East Bergholt, Suffolk, Beer-
 house Keeper Ipswich Pet Dec 23 Ord Dec 23
 ABLETT, JAMES, Whaddon, Cambridge, Farmer Cambridge
 Pet Dec 22 Ord Dec 22
 ARMSDEN, ROBERT, Carnarvon, Licensed Victualler Bangor
 Pet Dec 22 Ord Dec 22
 BARFOOT, HENRY CHARLES, Newington Butts, Fried Fish
 Salesman Portsmouth Pet Dec 23 Ord Dec 23
 BERTY, CHARLES ARTHUR, Peckham, Flour Dealer High
 Court Pet Dec 12 Ord Dec 18
 BOFFEY, RICHARD, and THOMAS ARTHUR REEVES, Ashton in
 Makerfield, Lancs, Builders Pet Dec 8 Ord
 Dec 21
 BOTTERELL, THOMAS, Clifton, Bristol, Commercial Traveller
 Bristol Pet Nov 30 Ord Dec 22
 BUTT, THOMAS FREDERICK, St John's Wood, Agent High
 Court Pet Nov 14 Ord Dec 15
 CATTLEGE, ERNEST, Rotherham, Yorks, Greengrocer
 Sheffield Pet Dec 21 Ord Dec 21
 CLARKE, HENRY GEORGE, Cambridge, Coffee house Keeper
 Cambridge Pet Dec 21 Ord Dec 21
 CLEAVE, ARTHUR, Barnsley, Tobaccoconist Barnsley Pet
 Dec 21 Ord Dec 21
 COWMAN, ALFRED EDWARD, Southall, Clerk Windsor Pet
 Dec 22 Ord Dec 22
 EDGE, FRANCIS, Hanley, Staffs, Carter Hanley Pet Dec
 23 Ord Dec 23
 EDWARDS, JOHN RICHARD, Dunfield, Derby, Draper Derby
 Pet Dec 9 Ord Dec 22
 ELVIDGE, WILLIAM, Wheatley, nr Doncaster, Watchmaker
 Sheffield Pet Dec 23 Ord Dec 23
 FIELDING, FRANK, Sheffield, Grocer Sheffield Pet Dec 23
 Ord Dec 23
 FRANCE, WILLIAM, Ossett, Yorks, Miner Dewsbury Pet
 Dec 22 Ord Dec 22
 HELLIER, ROBERT AGATE, New Malden, Surrey, Grocer
 Kingston Surrey Pet Dec 11 Ord Dec 22
 HESLOUGH, HENRY AUGUST, Lendeshall st Croydon Pet
 July 9 Ord Dec 16
 JONES, CHARLES FENMORE, Trinity sq, Tower hill, Cigar
 Merchant High Court Pet Dec 11 Ord Dec 18
 JOSEPH, LAZARUS, South Shields, Boot Dealer Newcastle
 on Tyne Pet Dec 23 Ord Dec 23

KELLEWAY, JOHN RICHARD, Kenal Rise, Boot Merchant
 High Court Pet Nov 24 Ord Dec 21
 LINDLEY, ARTHUR JOHNSON, Doncaster, Hay Dealer
 Sheffield Pet Dec 22 Ord Dec 22
 MCINTYRE, THOMAS WILLIAM, Bradford, Pickle Manufac-
 turer Bradford Pet Dec 15 Ord Dec 22
 MITCHELL, FREDERICK, Paignton, Devon, Builder Plymouth
 Pet Dec 14 Ord Dec 22
 MORRIS, JOHN, Annanford, Carmarthen, Coal Miner Car-
 marthen Pet Dec 21 Ord Dec 21
 MORRIS, JOHN, Llanbithlan, Glam, Farmer Swansea Pet
 Dec 21 Ord Dec 21
 MURLY, JOHN FREDERICK, Weston super Mare, Solicitor
 Bristol Pet Dec 12 Ord Dec 22
 PENNINGTON, THOMAS HENRY, Lees, nr Oldham, Potato
 Merchant Oldham Pet Nov 26 Ord Dec 21
 PERKINS, FRANK, Liverpool, Stationer Liverpool Pet Dec
 21 Ord Dec 23
 PEARLEY, FREDERICK GEORGE, Bethnal Green, Provision
 Merchant High Court Pet Nov 23 Ord Dec 18
 PYLE, JOHN, Newcastle upon Tyne, Grocer Newcastle on
 Tyne Pet Dec 12 Ord Dec 19
 RAISON, THOMAS, Lendeshall st High Court Pet Oct 15
 Ord Dec 21
 RAYWORTH, ALEXANDER, Denaby Main, Yorks, Grocer
 Sheffield Pet Dec 22 Ord Dec 22
 ROBERTS, THOMAS, Cathays, Cardiff, Butcher Cardiff Pet
 Dec 21 Ord Dec 21
 SALT, ALFRED, Fawcett, Lancs, Sand Merchant Oldham
 Pet Dec 21 Ord Dec 21
 SANDHEIM, BENJAMIN JULIUS, Hastings, Boarding house Keeper
 Hastings Pet Dec 22 Ord Dec 22
 SHAW, JOSEPH, Kingston upon Hull, Bananas Merchant
 Kingston upon Hull Pet Dec 22 Ord Dec 22
 SHAW, WILLIAM JOHN, Walton, Liverpool, Builder Liver-
 pool Pet Dec 14 Ord Dec 21
 TARRY, ERNEST ALBERT, Bridlington, Yorks Scarborough
 Pet Dec 21 Ord Dec 21
 THISTLETHWAITE, EDWARD, Ingletton, York, Builder Kendal
 Pet Dec 23 Ord Dec 23
 THOMAS, JOHN, Redruth, Cornwall, Coal Dealer Truro Pet
 Dec 22 Ord Dec 22
 TOOKER, FRANCIS WHALLEY, Hinton, Hordean, Hants
 Portsmouth Pet Dec 19 Ord Dec 19
 WAGSTAFF, GEORGE, Bawtry, Yorks, Castrator Sheffield
 Pet Dec 21 Ord Dec 21
 WEBB, EDWARD FRANCIS, Wakefield, Bookbinder Wake-
 field Pet Dec 23 Ord Dec 23
 WORSLEY, SAMUEL, Brighton, Painter Brighton Pet Dec
 22 Ord Dec 22

Amended notice substituted for that published in
 the London Gazette of Oct 23:

OLMS, HERMANN LUDWIG, West Kensington, Tailor High
 Court Pet Sept 12 Ord Oct 19

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

BUSH, THOMAS, Rowan rd, Hammett's, Estimating Clerk
 High Court Rec Ord Apr 29, 1901 Adjud May 22,
 1901 Rec and Annul, Dec 22

ADJUDICATIONS ANNULLLED.

BROWN, ANNETTE JANE, Bolton rd, Hereford, Licensed
 Victualler Cardiff Adjud April 7, 1898 Annul Nov 5
 WOOD, HENRY, Milton Bonisillibourne, Grocer Roches-
 ter Adjud March 10, 1902 Annul Dec 17
 BROWN, WILLIAM HENRY, Gorse in, Swansea, Manufacturer
 of Temperance Drinks Swansea Adjud Jan 29, 1896
 Annul Dec 16

London Gazette.—TUESDAY, Dec. 29.

RECEIVING ORDERS.

COATE, MILTON ALBERT, Milford Haven, Pembroke, Baker
 Pembroke Dock Pet Dec 10 Ord Dec 23
 GROTE, MARY ELIZABETH, Hampton Hill Kingston, Surrey
 Pet Dec 23 Ord Dec 23
 HALL, WARREN DICKENS, and ALBERT DICKENS HALL,
 Peckham, Auctioneers High Court Pet Dec 23 Ord
 Dec 23
 JONES, ARTHUR AUGUSTUS, West Hampstead, Milliner
 High Court Pet Dec 23 Ord Dec 23
 JONES, DAVID, Llanarst, Denbigh, solicitor Fortmadoc
 Pet Dec 3 Ord Dec 23
 KING, HENRY EDWARD, Swansea, Upholsterer Swansea
 Pet Dec 23 Ord Dec 23
 NOTT, HARRY, Ashton under Lyne, Accountant Ashton
 under Lyne Pet Dec 23 Ord Dec 23
 RICHARDS, J VISCENT, Brixton, Surrey High Court Pet
 Nov 2 Ord Dec 23
 RODDIS, WILLIAM ALFRED, Peckham, Printer High Court
 Pet Nov 3 Ord Dec 24
 RUTHERFORD, CHARLES, New cut, Lambeth, Fishmonger
 High Court Pet Dec 11 Ord Dec 24
 SMITH, HARRIET DAWSON, Briggate, Leeds, Draper Leeds
 Pet Dec 23 Ord Dec 22
 WHIT, EDWARD, Ludham, Norfolk High Court Pet Dec 2
 Ord Dec 24

FIRST MEETINGS.

BAKER, RICHARD THOMAS, Plumstead, Bootmaker Jan 7
 at 11 30 24, Railway app, London Bridge
 BOTTERELL, THOMAS, Clifton, Bristol, Commercial Traveller
 Jan 6 at 11 30 Off Rec, 28, Baldwin st, Bristol

COLLINS, WALTER, Brighthouse, Stone Merchant Jan 6 at 3 Off Rec, Townhall chmbrs, Halifax
 EVANS, JOHN, Merthyr Tydfil, Collier Jan 7 at 12 135, High st, Merthyr Tydfil
 FRANCE, WILLIAM, Oswest, Yorks, Miner Jan 6 at 10.30 Off R-c, Bank chmbrs, Corporation st, Dewsbury
 GRABHAM, FRANK, Bristol, Baker Jan 6 at 12.15 Off Rec, 26 Baldwin st, Bristol
 GRIMSHED, GEORGE, Bristol, Greengrocer Jan 6 at 12 Off Rec, 36, Baldwin st, Bristol
 JOHNS, WILLIAM HENRY, Pembroke, Fitter Jan 8 at 12.30 Temperance Hall, Pembroke Dock
 MAMBERT, THOMAS, Blackburn, Cotton Manufacturer Jan 6 at 11.30 County Court House, Blackburn
 MEW, ROBERT HAYNES, Brighton, Contractor Jan 6 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 MORRIS, JOHN, Ammanford, Carmarthen, Coal Miner Jan 6 at 11.15 Off Rec, 4, Queen st, Carmarthen
 MUMBERT, ALEXANDER AUGUSTUS, Hertford, Ironmonger Jan 7 at 12 Bankruptcy bldgs, Carey st
 POWELL, JAMES HOWELL, Swansea, Draper Jan 6 at 12 Off Rec, 31, Alexandra rd, Swansea
 RICHARDS, THOMAS, Willenhall, Tailor Jan 7 at 12 Off Rec, Wolverhampton
 ROGERS, CYRUS, Cefn Coed y Cymmer, Brecon, Steelworks Roller Jan 6 at 12 135 High st, Merthyr Tydfil
 SMITH, HARRIET DAWSON, Brigste, Leeds, Draper Jan 6 at 11 Off Rec, 23, Park row, Leeds
 TUCKER, FRANCIS WEALEY, Hornsea, Hants Jan 6 at 3 Off Rec, Cambridge junct, Portsmouth

ADJUDICATIONS.

BIRD, JAMES HENRY, Gresham bldgs, Basinghall st, Solicitor High Court Pet Oct 28 Ord Dec 23
 BRADLEY, THOMAS, Blackburn, Dealer in Cycle Accessories Blackburn Pet Dec 7 Ord Dec 24
 CASTLE, ESTHER HELEN, Watford, School Proprietress St Albans Pet Dec 18 Ord Dec 22
 FITZGERALD, JOHN WALTER, Snow hill, Agent High Court Pet Dec 1 Ord Dec 23
 GOODE, FRANCIS, Sparkhill, Worcester, Barman Birmingham Pet Dec 17 Ord Dec 23
 JONES, ARTHUR AUGUSTUS, West Hampstead, Milliner High Court Pet Dec 23 Ord Dec 23
 KING, HENRY EDWARD, Swansea, Upholsterer Swansea Pet Dec 23 Ord Dec 23
 McMILLIN, JOHN, Bloomsbury sq, Solicitor High Court Pet Dec 9 Ord Dec 23
 MULLONEY, SAMUEL WHITEHALL, Broad st House, Old Broad st, Merchant High Court Pet July 16 Ord Dec 23
 NUTT, HARRY, Ashton under Lyne, Accountant Ashton under Lyne Pet Dec 23 Ord Dec 23
 PATTERSON, ERNEST MACFEDRICK, Moorgate, Solicitor High Court Pet Oct 15 Ord Dec 23
 SMITH, HARRIET DAWSON, Brigste, Leeds, Draper Leeds Pet Dec 22 Ord Dec 23
 URBAN, CHARLES, Rupert st, Piccadilly, Animated Picture Film Manufacturer High Court Pet Aug 19 Ord Dec 21
 WENT, SAMUEL ABRITHALD, Leadenhall st, Tea Merchant High Court Pet Oct 31 Ord Dec 21

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